

PURSUANT TO A.R.S. SECTION 38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - TUESDAY, SEPTEMBER 17, 2013 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to adopt Proclamation No. 2013-06 to proclaim September 24, 2013, as National Voter Registration Day in Gila County and to encourage all citizens to register to vote. **(Sadie Tomerlin)**
 - B. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 082213 - Aggregate Hauling to Forest Road 512, Young, Arizona. **(Jeff Hessenius)**
 - C. Information/Discussion/Action to submit comments to the U.S. Fish and Wildlife Service regarding the Proposed Revision to the Nonessential Experimental Population of the Mexican Wolf (*Canis lupus baileyi*), and the implementation of a Management Plan. **(Jacque Griffin)**
 - D. Information/Discussion/Action to approve an Intergovernmental Agreement between Gila County and the Town of Payson for an economic development grant in an amount not to exceed \$43,400 to fund various community events, and to fund an economic development plan and program which the Board of Supervisors determines will improve or enhance the economic welfare of the inhabitants of Gila County. **(Supervisor Tommie Martin)**
3. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**
 - A. Approval to adopt Resolution No. 13-09-03 amending Rule 23.2-*Holidays* of the Gila County Merit System Rules and Policies Handbook, designating the Friday after the fourth Thursday in November as a legal holiday in place of the second Monday in October.
 - B. Approval of FY 2014 Victims' Rights Program Award Agreement No. AG# 2014-004 between the Gila County Attorney's Office and the Arizona Attorney General's Office in the amount of \$34,000 to cover the existing salary and employee-related expenses for a full-time advocate, with no cash match funds required, and for the period July 1, 2013, through June 30, 2014.

- C. Approval of the Section Eight Management Assessment Program (SEMAP) Certification to finalize the FY 2013 U.S. Department of Housing and Urban Development (HUD) contractual obligations and to ensure that the Gila County Public Housing Agency receives a performance rating from HUD.
 - D. Acknowledgement of the resignation of Industrial Development Authority (IDA) Board member William Long; and further, the appointment of Gerald Kohlbeck to the IDA Board of Directors to fulfill Mr. Long's unexpired term of office, effective immediately and expiring May 17, 2016.
 - E. Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Gila County Fairgrounds on September 20-21, 2013.
 - F. Acknowledgment of the February 2013 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.
 - G. Acknowledgment of the July 2013 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.
 - H. Approval of the August 27, 2013, BOS Meeting Minutes
 - I. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of August 19, 2013, to August 23, 2013; and August 26, 2013, to August 30, 2013.
 - J. Approval of finance reports/demands/transfers for the weeks of September 10, 2013, and September 17, 2013.
4. **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
5. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. SECTION 38-431.03(A)((3)

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ARF-2095

Regular Agenda Item 2. A.

Regular BOS Meeting

Meeting Date: 09/17/2013

Submitted For: Sadie
Tomerlin,
Recorder

Submitted By: Kaycee Stratton, Chief Deputy Recorder,
Recorder's Office

Department: Recorder's Office

Information

Request/Subject

Proclamation No. 2013-06 Proclaiming September 24, 2013, as National Voter Registration Day in Gila County.

Background Information

In 2008, six million Americans did not vote because they missed the deadline or did not know how to register. This single day of coordinated field, technology and media efforts will create pervasive awareness of voter registration opportunities, allowing us to reach citizens that possibly we could not reach otherwise.

National Voter Registration Day will be an opportunity to put our differences aside and celebrate the rights that unite us as Americans.

National Voter Registration Day has been made possible in part by a working group of organizations providing coordination and support. These organizations include Asian Pacific American Labor Alliance Education Fund, Bus Federation Civic Fund, Fair Elections Legal Network, League of Women Voters, Nonprofit Vote and Voto Latino.

Evaluation

The Gila County Recorder is hopeful that by the Board of Supervisors adopting a proclamation to proclaim September 24, 2013, as National Voter Registration Day, it will bring attention to the need for citizens to register to vote, and the issues of volunteer mobilization, and voter education.

Conclusion

It is appropriate to place this issue before the Board of Supervisors at this time to adopt Proclamation 2013-06 to proclaim September 24, 2013, as National Voter Registration Day in Gila County.

Recommendation

It is recommended that the Board of Supervisors adopt Proclamation 2013-06 to proclaim September 24, 2013, as National Voter Registration Day.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 2013-06 to proclaim September 24, 2013, as National Voter Registration Day in Gila County and to encourage all citizens to register to vote. **(Sadie Tomerlin)**

Attachments

Proclamation No. 2013-06



PROCLAMATION NO. 2013-06

A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROCLAIMING SEPTEMBER 24, 2013, AS NATIONAL VOTER REGISTRATION DAY IN GILA COUNTY.

WHEREAS, in 2008, 6 million Americans did not vote because they missed the deadline or did not know how to register; and

WHEREAS, on September 24, 2013, volunteers, celebrities and organizations from all over the country will “hit the streets” for National Voter Registrations Day; and

WHEREAS, this single day of coordinated field, technology and media efforts will create pervasive awareness of voter registration opportunities, allowing us to reach citizens that possibly we could not reach otherwise.

WHEREAS, it will accomplish citizens registering to vote, volunteer mobilization, and voter education; and

WHEREAS, National Voter Registration Day will be an opportunity to put our differences aside and celebrate the rights that unite us as Americans.

NOW, THEREFORE, BE IT RESOLVED that we, the members of the Gila County Board of Supervisors, do hereby proclaim September 24, 2013 as National Voter Registration Day in Gila County, Arizona. We encourage all citizens to register to vote in Gila County Arizona.

PASSED AND ADOPTED this 17th day of September 2013.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS:

Marian Sheppard
Clerk of the Board

Michael A. Pastor, Chairman

ARF-2076

Regular Agenda Item 2. B.

Regular BOS Meeting

Meeting Date: 09/17/2013

Submitted For: Jeffrey

Hessenius,
Finance
Director

Submitted By:

Dana Sgroi, Contracts Support
Specialist, Finance Department

Department: Finance Department

Information

Request/Subject

Request to Advertise Invitation for Bids No. 082213-Aggregate Hauling to Forest Road 512-Young, AZ

Background Information

On August 19, 2013, the Gila County Board of Supervisors approved entering into Project Agreement 13-RO-11031200-018 with the United States Department of Agriculture (USDA), Forest Service, Tonto National Forest for aggregate resurfacing of Forest Road 512 (Young Road.) Per this agreement, Gila County will receive \$135,538 of Title II Secure Rural School Funds and \$50,000 in funds from the Tonto National Forest. Per the Project Agreement, the contribution from Gila County is \$90,459.20, for a total of \$275,997.20, for the resurfacing project.

Evaluation

Gila County will need to contract with a trucking firm(s) to haul the aggregates from two pits to Forest Road 512. One of the pit locations is the Hatch Construction & Paving, Inc. pit located at 4000 Papermill Road in Taylor, Arizona. The other pit is the Tonto National Forest Ponderosa pit. Due to the Ponderosa pit being on federal land, the attached Invitation to Bid No. 082213 specifies that Davis-Bacon wages are required for hauling from the Tonto National Forest Ponderosa pit.

Conclusion

Aggregate surfacing of the road will improve the surface of the road and reduce maintenance costs on the road. Project Agreement 13-RO-11031200-018 with the USDA, Forest Service, Tonto National Forest is effective through December 31, 2013, at which time it will expire unless extended.

Use of funds made available through the USDA program benefits Gila County residents and reduces the amount required by the County to accomplish this project.

Recommendation

The Finance Director recommends that the Board of Supervisors authorize the advertisement of Invitation for Bids No. 082213 for Aggregate Hauling to Forest Road 512-Young, AZ, to be published for two (2) consecutive weeks in the Arizona Silver Belt.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bids
No. 082213 - Aggregate Hauling to Forest Road 512, Young, Arizona. **(Jeff Hessenius)**

Attachments

Request to Advertise Invitation For Bid No. 082213 Aggregate Hauling to Forest Road
512-Young, AZ

Invitation to Bid 082213 Aggregate Hauling to Forest Road 512-Young, AZ

GILA COUNTY
NOTICE OF INVITATION FOR BID



INVITATION FOR BID NUMBER
082213
AGGREGATE HAULING TO FOREST ROAD 512
YOUNG, AZ

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**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

**1400 East Ash Street
Globe, Arizona
85501**

**BID NUMBER
082213**

BID DUE DATE: October 02, 2013

TIME: 11:00 AM MST

DESCRIPTION: Aggregate Hauling

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Guerrero Conference Room
Guerrero Building
1400 E. Ash Street, Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation For Bid for the materials or services specified will be received by the Gila County Finance Department at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Finance Department shall not be considered. To receive bid documents contact the Contracts Support Specialist at (928) 402-8612.

Additional instructions for preparing a bid are provided in Section 4, page 14, of the bid documents to Offerors as contained within this solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: September 18th and September 25, 2013

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Public Works Division Consolidated Roads
Type of Contract: Term
Term of Contract: Seven Months
Phone Number: 928-402-8612

Signed: _____ Date: ____/____/____
Michael A. Pastor, Chairman, Board of Supervisors

Signed: _____ Date: ____/____/____
Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

BID NO. 082213
AGGREGATE HAULING TO FOREST ROAD 512-YOUNG, AZ

SECTION 1
SPECIFICATIONS

1. Purpose

It is the intent of Gila County, herein referred to as the County, to establish a term contract for the delivery of aggregates only, from specified pits to the Forest Road 512 (FR 512) job site. **Bid prices should reflect hauling only. Aggregate material cost shall not be included.**

The specifications are intended to describe the type, size, quality, which will best meet the demands of the using department. It is not intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

2. Specifications

- a) Provide prices, per load, to transport approximately 3,659 tons of Class 6 aggregate material from Hatch Construction & Paving, Inc. pit, located at 4000 Papermill Road, to the project site on FR 512, approximately 3.2 miles south from the intersection at Highway 260, at the end of pavement to approximately 4.3 miles on the dirt road. See map. **NOTE: Davis-Bacon wages do not apply when hauling out of this pit.**
- b) Provide prices, per load, to transport approximately 7,316 tons of granite material from the Tonto National Forest Ponderosa pit, located off of Highway 260, Milepost 265.1, to the project site on FR 512, approximately 3.2 miles south from the intersection at Highway 260, at the end of pavement to approximately 4.3 miles on the dirt road. See map. **NOTE: Davis-Bacon wages do apply when hauling out of Tonto National Forest Ponderosa pit. See Attachment "M".**
- c) Bids shall be based on an average load of approximately twenty-three (23) tons, minimum twenty-two (22) tons capacity belly dumps. The project does not have weight scales. Bids shall be by the load.
- d) From the Hatch pit to the end of the job site is 58.2 miles, one way. Directions to the job site from Hatch pit is: West toward Payson at the junction of Highway 260 and FR 512 and continue approximately 3.2 miles, to the beginning of the project. End of project is approximately 4.3 miles.
- e) From the Ponderosa pit to the end of the job site is 27.7 miles, one way. Directions to the job site from Ponderosa pit is: at Milepost 265.1, Highway 260, go East toward Forest Lakes. At the junction of Highway 260 and FR 512, turn South, on FR 512 go 3.2 miles to tend of pavement to the beginning of the project. End of project is approximately 4.3 miles.
- f) Hatch Construction & Paving, Inc. is responsible for loading out of the Hatch pit.

- g) Gila County will be responsible for loading material at the Ponderosa pit, processing and laying material on the roadway at the job site and all signage and traffic control. Gila County may also assist in hauling material.
- h) Work hours will be Monday through Thursday, excluding State holidays. Work hours will be 7:00 A.M. to 3:30 P.M., with the first load on the job site by 7:00 A.M. and the last load on the job site by 3:30 P.M.
- i) Davis-Bacon wages for drivers hauling out of the Tonto National Forest Ponderosa pit, will be required. Davis-Bacon wage decision AZ9 (AZ130009 dated 08/23/2103) is attached to this Invitation to Bid as Attachment "M". All submittals pertaining to Certified Payroll Reports and Prevailing Wage must be received by Gila County in a timely manner. Certified payroll reports will be required and will be due weekly. Failure to submit certified payroll reports within one week from the previous payroll, may result in delayed payment to Contractor. Interviews must be performed before award.
- j) For the first week, Contractor is required to run a minimum of three (3) trucks from the Ponderosa pit to the job site daily, and a minimum of six (6) trucks from the Hatch pit in Taylor to the job site daily. The Project Manager will adjust the number of trucks per day on a weekly basis.

3. Equipment

The Contractor shall provide and maintain during the entire period of this contract, the equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

The Contractor's vehicles and mobile equipment shall be clearly marked with company name and/or logo and an identification number.

4. Cancellation

The County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the Contractor or the County

BID NO. 082213
AGGREGATE HAULING TO FOREST ROAD 512-YOUNG, AZ**SECTION 2**
GENERAL TERMS AND CONDITIONS**Award Contract**

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the IFB, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all offers; or portions thereof; or
 3. Reissue an Invitation for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Offers of any bidder(s) who has previously failed to perform adequately after having once been awarded a prior Bid similar in nature.
4. All submitted forms provided in this Invitation for Bid will be reviewed by the Gila County Board of Supervisors.
5. Those Offerors who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose offers are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful offeror(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other bidders who have submitted a bid for this IFB have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include:

- A. The name, address and telephone number of the protester.
- B. The signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.
- F. All Protest shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

OFFERORS AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on Attachment "A", Offer and Contract Award, and Attachment "B", Contractors Qualification and Certification Form.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Bid issued by the County and the offer submitted by the Contractor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment.

Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

BID NO. 082213
AGGREGATE HAULING TO FOREST ROAD 512-YOUNG, AZ

Contract Default

- A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty (30)** days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.

2. In the opinion of the County, Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Compensation and Method of Payment

Gila County will pay the Contractor following the submission of itemized invoices for the services requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery, name and mailing address of Contractor.

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

1. State and Local Transaction Privilege Taxes: The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
2. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and will require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W-9 Form

In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

Purchase Orders

The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the County, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

BID NO. 082213
AGGREGATE HAULING TO FOREST ROAD 512-YOUNG, AZ**Force Majeure**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by governmental authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or given rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

Warranties

The Contractor warrants that the materials supplied under this contract are free of liens and shall remain free of liens.

General

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned offers, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining offers shall be reviewed by the Gila County Public Works Fiscal Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Bidder submitting this request.

BID NO. 082213
AGGREGATE HAULING TO FOREST ROAD 512-YOUNG, AZ

SECTION 3
SPECIAL TERMS AND CONDITIONS

1. Term of Contract
The term of the contract shall commence upon award and shall remain in effect for a period of seven (7) months unless terminated, canceled or extended as otherwise provided herein.
2. Contract Extension
The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
3. Changes
The County reserves the right to revise the delivery schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the County. All changes shall be documented by formal amendments to the contract.
4. Bid Evaluation
In accordance with A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation of Bid.
5. Invoicing
Separate invoices are required for each shipment of product. The contractor shall submit invoices to the Bill to Address listed on each purchase order document.

Each separate invoice shall include at a minimum.

- Description and listing of quantities
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Applicable taxes
- Total of invoice

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the Contractor. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges.

The County will make every effort to process payment for the purchase of product within thirty (30) calendar days after receipt by the Accounts Payable department. Delivery of the product to the County does not constitute acceptance, therefore, only the County invoice receipt date will be a valid date for starting the thirty (30) day payment period.

BID NO. 082213
AGGREGATE HAULING TO FOREST ROAD 512-YOUNG, AZ

6. Quantities

Contractors specifically understand and agree that the quantities used for bidding purpose are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Bid. The County does not guarantee any maximum or minimum amounts of purchase. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

7. Price Reduction

A price reduction may be offered at any time during the term of a contract and shall become effective upon notice.

8. Ordering

Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.

9. Delivery

The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

10. Warranty

The Contractor warrants:

- That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
- That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship.

11. Multiple Award

The County has ongoing requirements for the commodities specified in this solicitation. To provide adequate contract coverage for various locations, multiple awards may be made.

12. Vendor Registration

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9, Attachment "E" of Bid document, on file with the County Procurement Group. No payments shall be made until the form is on file.

13. Contract Administration

For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Jeannie Sgroi, (928) 402-8612, for Product Specifications contact, Brent Cline, (928) 402-8526.

14. Indemnification

The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

15. Insurance Requirements

The Contractor shall furnish Certificate(s) of Insurance to the County within five (5) calendar days of notification of award and prior to all contract extensions.

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Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Contractor shall provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

▪ General Aggregate	\$2,000,000
▪ Products – Completed Operations Aggregate	\$1,000,000
▪ Personal and Advertising Injury	\$1,000,000
▪ Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"**.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Finance Department, 1400 E. Ash St., Globe, AZ**, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Finance Department, 1400 E. Ash St., Globe, AZ**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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AGGREGATE HAULING TO FOREST ROAD 512-YOUNG, AZ

SECTION 4
INSTRUCTIONS TO SUBMITTERS

IMPORTANT: SECTION 4, INSTRUCTIONS TO CONTRACTORS AND SECTION 2, CONTRACTORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN SECTION 1, PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN SECTIONS 4 AND 2.

Preparation of Bid

- A. Sealed Bids will be received by the County of Gila Finance Department, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed offers only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All offers shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its Bid each Contractor shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of an Offer will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the Attached Forms provided in this Invitation for Bid package in full, **original signature** in ink, by the person(s) authorized to sign the forms and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Attached Forms in evaluating the capacity of contractors to perform the Scope of Services as set forth in the Contract. Failure of any contractor to complete and submit the Price Sheet and the Offer and Contract Award Pages at time and place of opening shall be grounds for automatic disqualification of contractor from further consideration.
- D. The names of all persons authorized to sign the bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Bid shall be listed on the offer.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Bid Proposal Guaranty

Each bid proposal shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.

Requirement of Contract Bonds

At the time of the execution of the contract, the successful bidder shall furnish the County a Statutory Performance Bond and a Statutory Labor and Materials Bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the County. Unless otherwise specified, the surety bond or bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223.

Amendments

Any addendum issued as a result of any change in this Invitation for Bid must be acknowledged on the Contractor Check List and Addenda Acknowledgment Form, Attachment "I".

BID NO. 082213
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Failure to indicate receipt of addenda in the above manner may result in a Bid being rejected as non-responsive.

Inquiries

- A. Any questions related to this Invitation for Bid must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Bid results ARE NOT provided in response to telephone inquiries. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Offers

Any Bid received later than the date and time specified on notice for Sealed Bid will be returned unopened. Late offers shall not be considered. Any Contractor submitting a late Bid shall be so notified.

Submittal Bid Format

It is requested that Two (2) Original and One (1) copy (3 TOTAL), ORIGINAL SIGNATURES ON ALL COPIES, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid.

The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.

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2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers at the place and prior to the time designated for receipts of offers.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to Bid deadline.

REQUIRED ATTACHMENTS:**Offer and Contract Award**

Complete and submit all information requested on Attachment "A".

Arizona State Transaction Privilege Tax License Number: Please indicate your Arizona State Transaction Privilege Tax License Number on the Offer and Contract Award, Attachment "A".

- If you have indicated an Arizona State Transaction Privilege Tax License Number, you are authorized to do business in the State of Arizona and are responsible to pay taxes directly to the Department of Revenue (DOR).
- If you do not indicate an Arizona State Transaction Privilege Tax License Number, you will be considered an out-of-state vendor with no presence in the State of Arizona.

Qualification and Certification

Complete and submit all information requested on Attachment "B".

Price Sheet

Complete and submit all information requested on Attachment "C".

Do not add additional comments to the price sheet. Any additional comments may deem the bidder non-responsive.

References

Complete and submit all information requested on Attachment "D".

I.R.S. W-9

Complete and submit all information requested on Attachment "E".

In order to receive payment, vendors must have a current W-9 form filed with Gila County, unless not required by law.

Non-Collusion Affidavit

Complete and submit all information requested on Attachment "F".

Intentions Concerning Subcontracting

Complete and submit all information requested on Attachment "G".

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AGGREGATE HAULING TO FOREST ROAD 512-YOUNG, AZ

Legal Arizona Workers Act Compliance

Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment

Complete and submit all information requested on Attachment "I".

Surety Bond

Provide a Surety Bond (Bid Bond) for ten percent (10%) of the amount of total bid on Attachment "J".

Statutory Performance Bond

Provide a Performance Bond (upon award) for one hundred percent (100%) of the amount of total bid on Attachment "K".

Statutory Labor and Materials Bond

Provide a Payment Bond (upon award) for one hundred percent (100%) of the amount of total bid on Attachment "L".

Davis-Bacon Wage Determination

Utilize the wage rates provided on the Davis-Bacon Wage Determination AZ9 AZ130009 dated 08/23/2013, Attachment "M", for the drivers hauling out of the Tonto National Forest Ponderosa pit only. Provide weekly certified payroll reports.

All addendum(s) received concerning the solicitation must be acknowledged on this form.

Bid Submission

- Offers shall be submitted in a sealed envelope and a *minimum of **Three (3) copies, all with original signatures*** shall be provided by the Contractor.
- The words "INVITATION FOR BID" with BID TITLE "AGGREGATE HAULING TO FOREST ROAD 512-YOUNG, AZ", BID NO, "082213", DATE "OCTOBER 2, 2013", and TIME "11:00 AM" of Bid opening shall be written on the envelope.
- The name of the Firm submitting the bid shall be written on the outside of the envelope.
- The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"
OFFER AND CONTRACT AWARD PAGE

To Gila County

The undersigned hereby offers and agrees to furnish the material or services in compliance with all terms and conditions, instructions, specifications, and any amendments contained in this Request for Proposals document.

Signature also certifies the Contractors Bid Proposal is genuine, and is not in any way collusive or a sham; that the Bid Proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

Contract Number: 082213 AGGREGATE HAULING TO FOREST ROAD 512-YOUNG, AZ

Contractor Submitting Proposal:

Company Name

Address

City

State

Zip

For Clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax No.: _____

Email: _____

Signature of Authorized Representative

Printed Name

Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

Offer Page continued.....

The offer is hereby accepted.

The Contractor _____ is now bound to provide the materials or services listed in IFB Number 082213, including all terms and conditions, specifications, amendments, etc. and the Contractors Offer as accepted by County/public entity.

The Contractor holds Arizona State Transaction Privilege Tax License Number: _____.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives this signed sheet, or written notice to proceed.

GILA COUNTY BOARD OF SUPERVISORS;

Awarded this _____ day of _____, 2013

Michael A. Pastor, Board of Supervisors

ATTEST;

Marian Sheppard, Clerk

APPROVED AS TO FORM;

Bryan Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

ATTACHMENT "B"
QUALIFICATION AND CERTIFICATION FORMS

Exhibit "B" Suppliers Qualifications and Reference List

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

IFB Number 082213 Aggregate Hauling to Forest Road 512

The applicant submitting this Proposal warrants the following:

A. Name, Address, and Telephone Number of Principal Contractor:

B. Has Contractor (under its present or any previous name) ever failed to complete a contract?

_____Yes _____No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

C. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

D. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

- E. Contractor must also provide at least the following information:
- a. A brief history of the Contractors Firm.
 - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - d. List the specific qualifications the Contractor has in supplying the specified services.
 - e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. For each subcontractor proposed, this form must be completed in its entirety and **three (3) copies (one (1) original and two copies with original signatures)** included in the Proposal package.
 - f. Gila County reserves the right to request additional information.

F. **Contractor Experience Modifier (e-mod) Rating:** _____

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

Signature of Authorized Representative

Printed Name

Title

ATTACHMENT "C"
PRICE SHEET

ITEM NO.	QTY/UNIT	DESCRIPTION	UNIT PRICE	PIT LOCATION
01.	LOAD	Class 6 ABC	\$_____	<u>Hatch Papermill Road pit</u>
02.	LOAD	Granite	\$_____	<u>Tonto Ponderosa pit</u>

ATTACHMENT "D"
REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractors under consideration for final award.

The information may or may not be a determining factor in award.

References

List at least four customers for whom you have provided service of a similar scope as this Request or Proposal during the past twelve months, in or as close to Gila county as possible.

<u>CUSTOMER NAME AND ADDRESS</u>	<u>TELEPHONE</u>	<u>PRIMARY CONTACT</u>
----------------------------------	------------------	------------------------

Signature of Authorized Representative

Printed Name

Title

Form W-9
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ATTACHMENT "F"
AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: GILA)

(Name of Individual)

being first duly sworn, deposes and says:

That he is _____
(Title)

Of _____ and
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on IFB NO. 082213 and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said _____

(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Name of Business

By

Title

Subscribed and sworn to before me this _____ day of _____, 2013.

Notary Public

My Commission expires: _____

ATTACHMENT "G"
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of **Invitation for Bid No. 082213, Aggregate Hauling to Forest Road 512-Young, AZ**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of contract; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

☐ YES, it is my intention to subcontract a portion of the work.

☐ NO, it is not my intention to subcontract a portion of the work.

Name of Business

Signature of Authorized Representative

Title

Date

ATTACHMENT "H"
LEGAL ARIZONA WORKERS ACT COMPLIANCE

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

Signature of Authorized Representative

Printed Name

Title

ATTACHMENT "I"
CONTRACTORS CHECKLIST

NOTICE IS HEREBY GIVEN that all Proposal Documents shall be completed and/or executed and submitted with this proposal. If Contractor fails to complete and/or execute any portion of the Proposal Documents, this bid will be determined to be "non-responsive" and rejected.

CHECKLIST

REQUIRED DOCUMENT

COMPLETED/EXECUTED

OFFER AND CONTRACT AWARD PAGE

QUALIFICATION & CERTIFICATION FORM

PRICE SHEET

REFERENCE LIST

W-9

AFFIDAVIT OF NON-COLLUSION

INTENTIONS CONCERNING SUBCONTRACTING

AZ WORKERS ACT COMPLIANCE

SUPPLIERS CHECKLIST/ADDENDA ACKNOWLEDGMENT

SURETY BOND

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials/					
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2013.

CONTRACTOR:

BY:

Each proposal shall be sealed in an envelope addressed to Gila County Finance Department and bearing the following statement on the outside of the envelope: Proposal to Provide: **Aggregate Hauling to Forest Road 512-Young, AZ, IFB No. 082213.** All proposals shall be filed at **Gila County Finance Department, 1400 E. Ash St., Globe, AZ 85501**, on or before **11:00 AM/MST, Wednesday, October 2, 2013.**

ATTACHMENT "J"
SURETY BOND

GILA COUNTY
SURETY (BID) BOND

(Penalty of this Bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned _____, as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

AGGREGATE HAULING TO FOREST ROAD 512-YOUNG, AZ

NOW THEREFORE, if the Obligee, acting by and through its County Engineer, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal

Surety

By

By Attorney-in-Fact

Title

Address, Attorney-in-Fact

Subscribed and sworn to before me

This _____ day of _____, 2013

My commission expires: _____
Notary Public

ATTACHMENT "K"
PERFORMANCE BOND

STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____, (hereinafter called the Principal), as Principal, and

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **AGGREGATE HAULING TO FOREST ROAD 512-YOUNG, AZ** contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

Principal

Seal

By:

Surety

Seal

By:

Agency of Record

Agency Address

Arizona Countersignature

Address

Phone Number

ATTACHMENT "L"
PAYMENT BOND

**STATUTORY LABOR AND MATERIALS BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES**

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____, (hereinafter called the Principal), as Principal, and

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **AGGREGATE HAULING TO FOREST ROAD 512-YOUNG, AZ** contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____

Principal	Seal	By: _____
-----------	------	-----------

Surety	Seal	By: _____
--------	------	-----------

Agency of Record	Agency Address
------------------	----------------

Arizona Countersignature _____

Address _____

Phone Number _____

ATTACHMENT "M"

DAVIS-BACON WAGE DETERMINATION

General Decision Number: AZ130009 08/23/2013 AZ9

Superseded General Decision Number: AZ20120014

State: Arizona

Construction Type: Highway

Counties: Apache, Cochise, Gila, Graham, Greenlee, La Paz, Navajo and Santa Cruz Counties in Arizona.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	01/11/2013
2	02/22/2013
3	08/23/2013

CARP0408-007 10/01/2012

APACHE, COCHISE & SANTA CRUZ COUNTIES

	Rates	Fringes
CARPENTER (Including Cement Form Work).....	\$ 23.58	9.49

* ENGI0428-004 07/29/2013

	Rates	Fringes
OPERATOR: Power Equipment Oiler Driver.....	\$ 24.26	9.05

IRON0075-006 01/01/2013

Apache, Cochise, Gila, Graham, Greenlee, La Paz, Navajo Counties

	Rates	Fringes
Ironworker, Rebar.....	\$ 26.52	20.65

Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson
 Zone 2: 050 to 100 miles - Add \$4.00
 Zone 3: 100 to 150 miles - Add \$5.00
 Zone 4: 150 miles & over - Add \$6.50

SUAZ2009-002 04/23/2009

	Rates	Fringes
CARPENTER Gila, Graham, Greenlee, La Paz & Navajo.....	\$ 21.71	3.82
CEMENT MASON.....	\$ 17.74	3.59
ELECTRICIAN.....	\$ 24.43	5.38
IRONWORKER, Rebar Santa Cruz county.....	\$ 21.75	13.59
LABORER Asphalt Raker.....	\$ 14.97	5.88
Concrete Worker.....	\$ 13.38	4.50
Fence Builder.....	\$ 12.20	3.84
Flagger.....	\$ 12.31	3.96
General/Cleanup.....	\$ 12.78	2.50
Guard Rail Installer.....	\$ 12.20	3.84
Landscape Laborer.....	\$ 11.02	
Water Blaster.....	\$ 14.90	2.90
OPERATOR: Power Equipment Backhoe < 1 cu yd.....	\$ 17.76	3.89
Compactor Self Propelled (with blade-grade operation.....	\$ 22.53	6.57
Compactor Small Self		

Propelled (with blade-backfill, ditch operation)...	\$ 22.29	6.31
Concrete Pump.....	\$ 20.31	6.48
Crane (under 15 tons).....	\$ 22.98	4.26
Drilling Machine (including wells).....	\$ 21.79	4.10
Grade Checker.....	\$ 23.41	6.54
Hydrographic Seeder.....	\$ 19.73	5.40
Mass Excavator.....	\$ 23.33	6.98
Milling Machine/Rotomill.....	\$ 21.87	6.84
Power Sweeper.....	\$ 19.33	4.85
Roller (all types asphalt)...	\$ 17.46	5.58
Roller (excluding asphalt)...	\$ 19.23	5.09
Scraper (pneumatic tire)....	\$ 22.41	6.90
Screed.....	\$ 20.90	6.72
Skip Loader (all types 3 < 6 cu yd).....	\$ 20.91	7.35
Skip Loader (all types 6 < 10 cu yd).....	\$ 22.24	6.83
Skip Loader < 3 cu yd.....	\$ 17.97	6.60
Tractor (dozer, pusher-all).....	\$ 22.53	6.47
Tractor (wheel type).....	\$ 24.62	7.57
PAINTER.....	\$ 13.94	2.56
TRUCK DRIVER		
2 or 3 axle Dump or Flatrack.....	\$ 16.17	4.24
Oil Tanker Bootman.....	\$ 21.94	
Pickup.....	\$ 12.88	1.73
Water Truck < 2500 gal.....	\$ 19.59	5.90
Water Truck > 3900 gal.....	\$ 18.70	4.79
Water Truck 2500 < 3900 gal.....	\$ 17.13	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually

each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

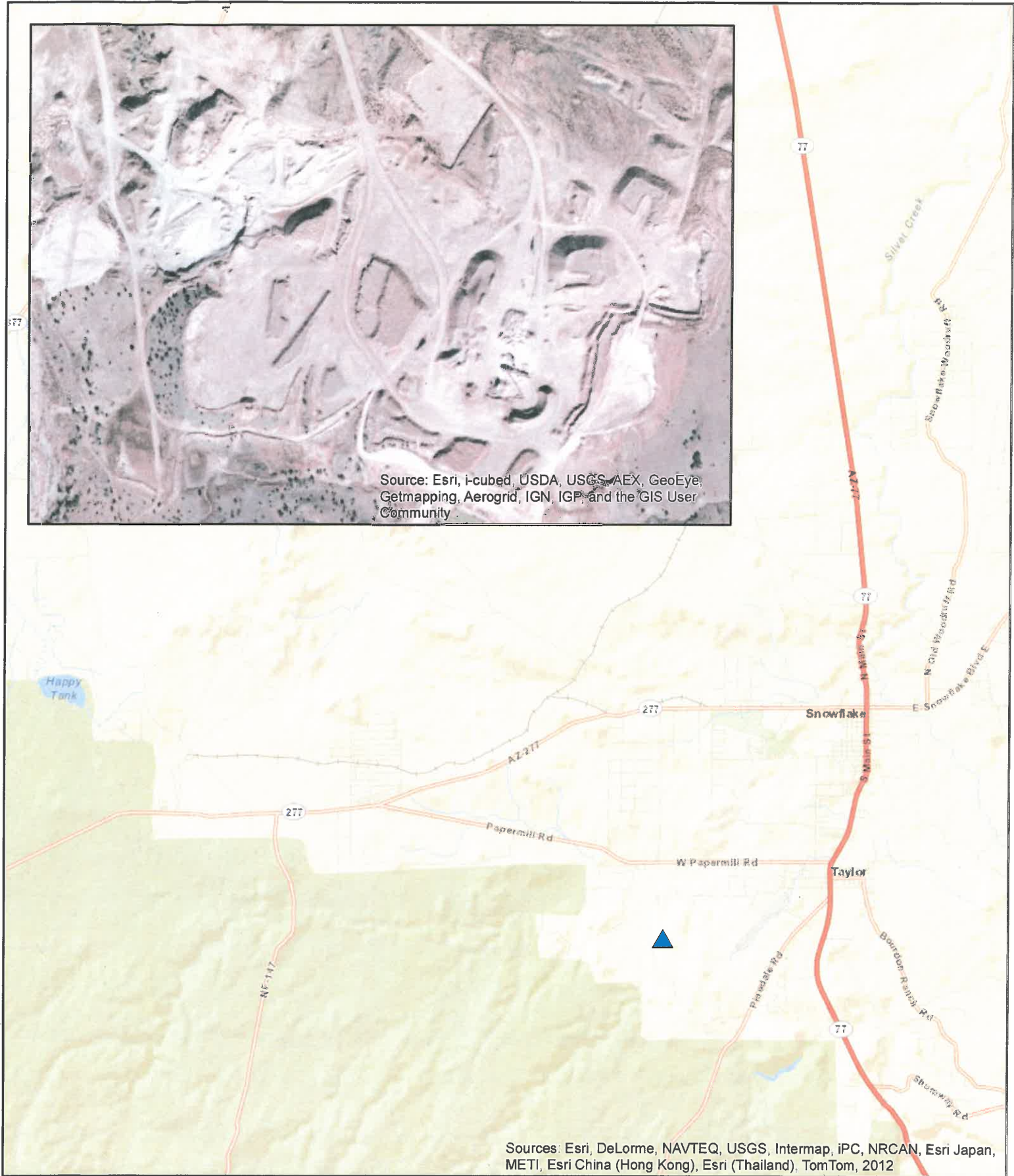
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION



Source: Esri, i-cubed, USDA, USGS, AEX, GeoEye, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community



Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, IPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2012

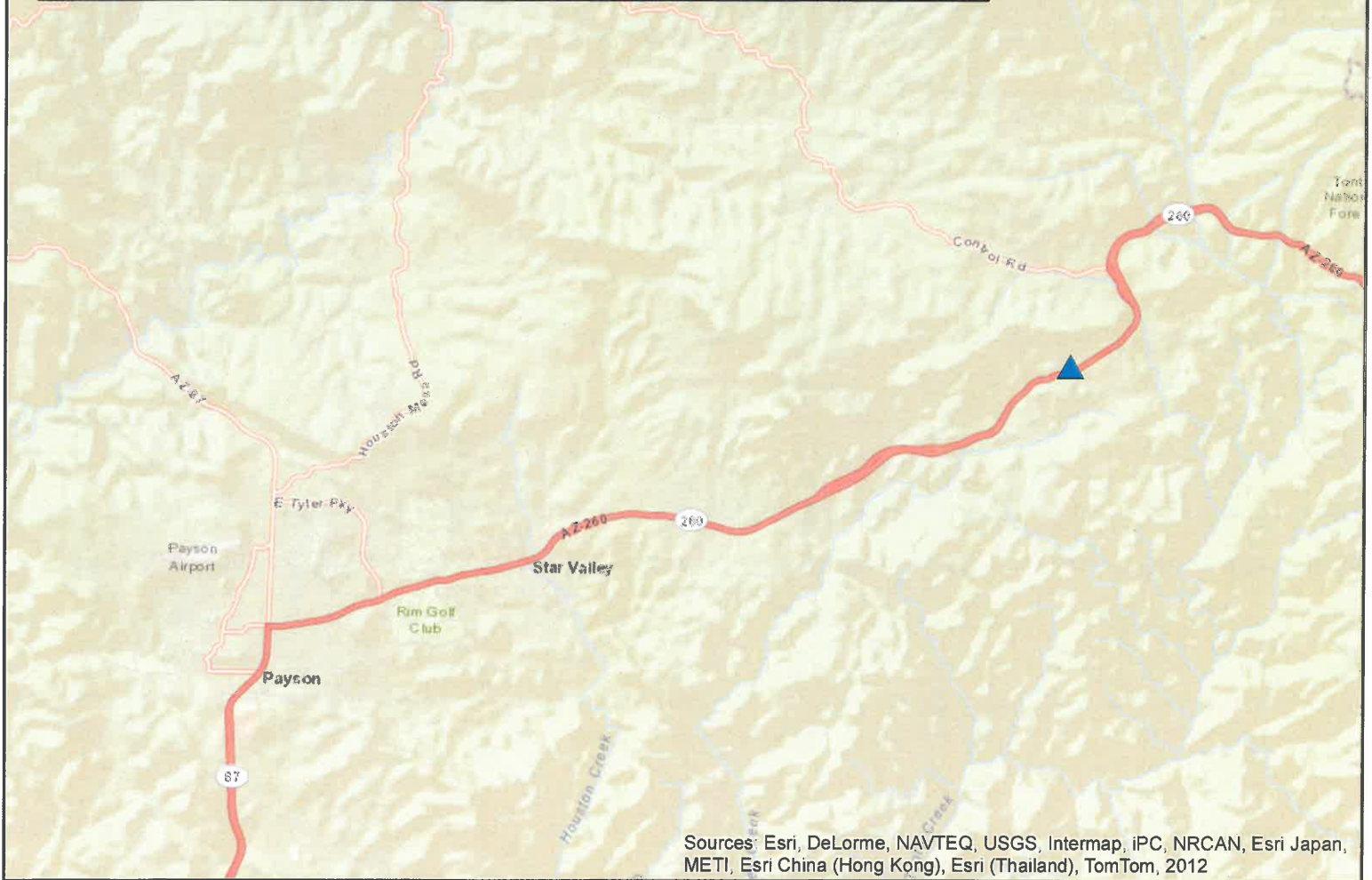
Material Pit Locations for FS 512 Project Hatch Pit 4000 Papermill Rd, Taylor AZ

Legend
Locations
 Hatch Pit

1 in = 2 miles

0 1 2 4 6 8 Miles

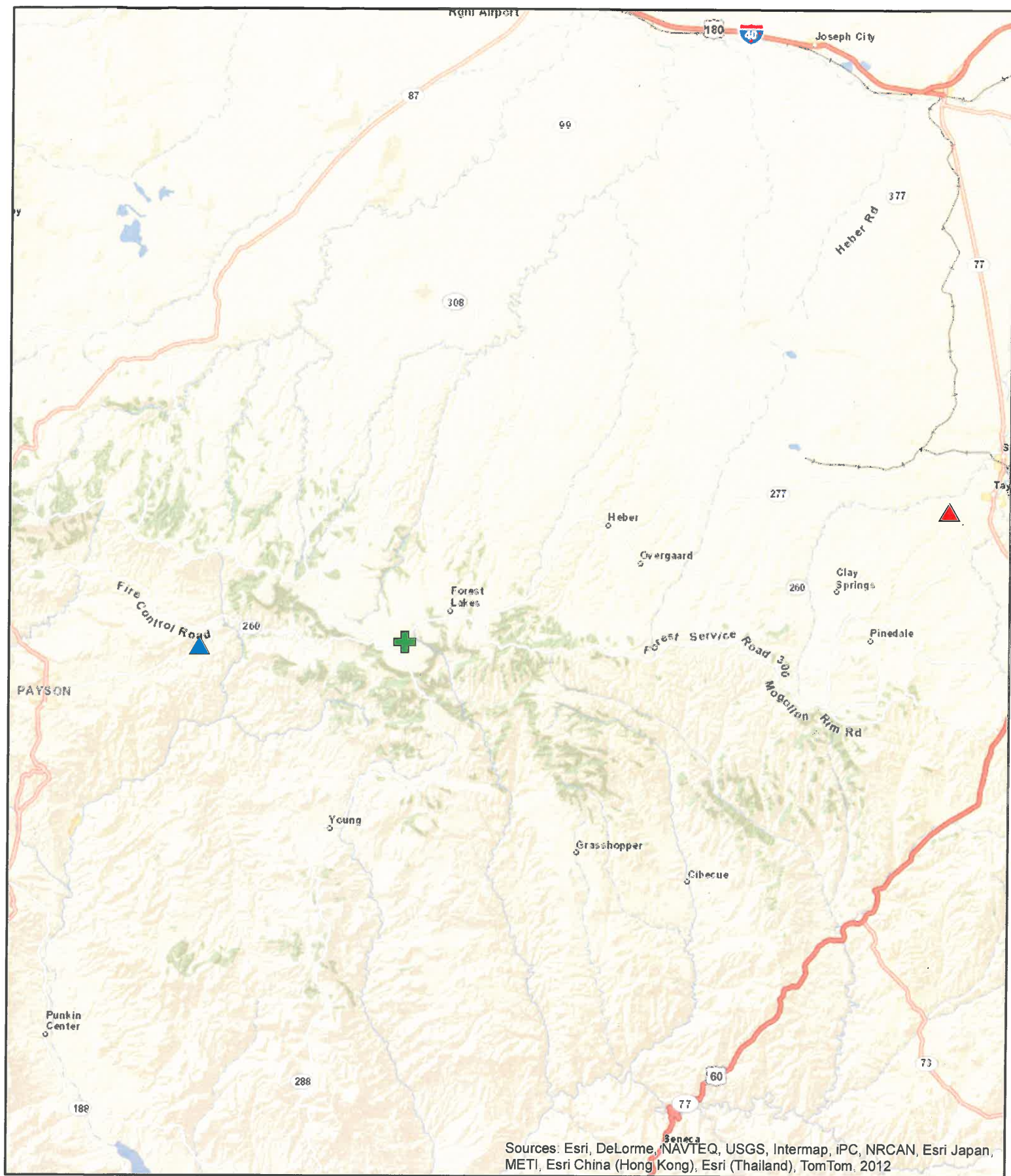




Material Pit Locations for FS 512 Project Ponderosa Pit SR 260 - Milepost 265.1

Legend
Locations
▲ Ponderosa Pit





Legend

Locations

-  Hatch Pit
-  Ponderosa Pit
-  SR 260/FS 512 Intersection


Material Pit Locations for FS 512 Project

0 3 6 12 18 24 Miles

1 in = 9 miles



All departments procuring purchases in excess of \$50,000 that requires advertising for bids must follow the Procurement Procedures and must complete Item "I" of this form prior to such purchase. The requesting department is responsible for writing necessary specifications and routing them, including this form and completed Bid Request Form to the Purchasing Department. This Form must be completed and have a copy of the specifications attached before routing begins. All Requests and Specifications will be in accordance with the Arizona Revised Statutes and the latest version of the Gila County Purchasing Policy and Procedures.

<p align="center">IS THIS A REQUEST FOR <i>Check one</i></p> <p>Bids <u>X</u> Proposals _____</p> <p>Qualifications _____</p>	<p align="center">REQUEST NUMBER</p> <p align="center">082213</p> <p align="center"><i>(For Procurement Use Only)</i></p>																														
<p>I. DESCRIPTION: <i>List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.</i></p>																															
<table style="width: 100%;"> <tr> <td>FUNDING</td> <td>PROJECTS: Aggregate Hauling to Forest Rd 512-Young, AZ</td> </tr> </table> <table style="width: 100%;"> <tr> <td>Fund <u>6513</u></td> <td>Dept No. <u>341</u></td> <td>Program <u>529</u></td> <td>Location <u>000</u></td> <td>Account <u>4300.80</u></td> </tr> <tr> <td colspan="2">Estimated Cost <u>\$185,000.00</u></td> <td colspan="3"></td> </tr> </table>		FUNDING	PROJECTS: Aggregate Hauling to Forest Rd 512-Young, AZ	Fund <u>6513</u>	Dept No. <u>341</u>	Program <u>529</u>	Location <u>000</u>	Account <u>4300.80</u>	Estimated Cost <u>\$185,000.00</u>																						
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<p>INTENT</p> <p>It is the intent of this solicitation to establish a contract with a contractor to provide for janitorial service of facilities located in Southern Gila County.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Signed: <u></u></p> <p align="center"><i>Elected Official or Department Head</i></p> </div> <div style="width: 45%;"> <p>Date <u>8/28/13</u></p> </div> </div>																															
<p>II. DEPARTMENTAL INFORMATION ONLY: <i>Action Dates</i></p> <table style="width: 100%;"> <tr> <td style="width: 15%;">DATE</td> <td style="width: 40%;">Department Receipt</td> <td style="width: 20%;"><u>8/15/2013</u></td> <td style="width: 15%;">Placed on Agenda</td> <td style="width: 10%;"><u>8/28/2013</u></td> </tr> <tr> <td></td> <td>Presented to Board</td> <td><u>9/17/2013</u></td> <td>Approved to Call</td> <td>_____</td> </tr> <tr> <td></td> <td>Delivered to Paper</td> <td><u>9/17/2013</u></td> <td>Paper Name</td> <td><u>Arizona Silver Belt</u></td> </tr> <tr> <td></td> <td>Advertised From</td> <td><u>9/18/2013</u></td> <td>To</td> <td><u>9/25/2013</u></td> </tr> <tr> <td></td> <td>Closing Date</td> <td><u>10/2/2013</u></td> <td>Bid Award Date</td> <td>_____</td> </tr> <tr> <td></td> <td>Awarded To</td> <td>_____</td> <td>Pre-Bid Meeting Date</td> <td>_____</td> </tr> </table>		DATE	Department Receipt	<u>8/15/2013</u>	Placed on Agenda	<u>8/28/2013</u>		Presented to Board	<u>9/17/2013</u>	Approved to Call	_____		Delivered to Paper	<u>9/17/2013</u>	Paper Name	<u>Arizona Silver Belt</u>		Advertised From	<u>9/18/2013</u>	To	<u>9/25/2013</u>		Closing Date	<u>10/2/2013</u>	Bid Award Date	_____		Awarded To	_____	Pre-Bid Meeting Date	_____
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	Awarded To	_____	Pre-Bid Meeting Date	_____																											
<p>III. OTHER APPROVAL: <i>Only as necessary</i></p> <p>Department Name: _____</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">Department Head Signature _____</div> <div style="width: 40%;">Date _____</div> </div> <p>Department Name: _____</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">Department Head Signature _____</div> <div style="width: 40%;">Date _____</div> </div>																															
<p>IV. APPROVED</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">Finance Director Signature _____</div> <div style="width: 40%;">Date _____</div> </div>																															

GILA COUNTY
NOTICE OF INVITATION FOR BID



INVITATION FOR BID NUMBER
082213
AGGREGATE HAULING TO FOREST ROAD 512
YOUNG, AZ

Content	Page
Solicitation.....	1
Section 1: Specifications.....	2
Section 2: General Terms & Conditions	4
Section 3: Special Terms & Conditions.....	9
Section 4: Instructions to Submitters.....	14
Contract Forms:.....	Attachments "A thru M"
Maps.....	



**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

**1400 East Ash Street
Globe, Arizona
85501**

**BID NUMBER
082213**

BID DUE DATE: October 02, 2013

TIME: 11:00 AM MST

DESCRIPTION: Aggregate Hauling

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Guerrero Conference Room
Guerrero Building
1400 E. Ash Street, Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation For Bid for the materials or services specified will be received by the Gila County Finance Department at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Finance Department shall not be considered. To receive bid documents contact the Contracts Support Specialist at (928) 402-8612.

Additional instructions for preparing a bid are provided in Section 4, page 14, of the bid documents to Offerors as contained within this solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: September 18th and September 25, 2013

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Public Works Division Consolidated Roads
Type of Contract: Term
Term of Contract: Seven Months
Phone Number: 928-402-8612

Signed: _____ Date: ____/____/____
Michael A. Pastor, Chairman, Board of Supervisors

Signed: _____ Date: ____/____/____
Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

BID NO. 082213
AGGREGATE HAULING TO FOREST ROAD 512-YOUNG, AZ

SECTION 1
SPECIFICATIONS

1. Purpose

It is the intent of Gila County, herein referred to as the County, to establish a term contract for the delivery of aggregates only, from specified pits to the Forest Road 512 (FR 512) job site. **Bid prices should reflect hauling only. Aggregate material cost shall not be included.**

The specifications are intended to describe the type, size, quality, which will best meet the demands of the using department. It is not intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

2. Specifications

- a) Provide prices, per load, to transport approximately 3,659 tons of Class 6 aggregate material from Hatch Construction & Paving, Inc. pit, located at 4000 Papermill Road, to the project site on FR 512, approximately 3.2 miles south from the intersection at Highway 260, at the end of pavement to approximately 4.3 miles on the dirt road. See map. **NOTE: Davis-Bacon wages do not apply when hauling out of this pit.**
- b) Provide prices, per load, to transport approximately 7,316 tons of granite material from the Tonto National Forest Ponderosa pit, located off of Highway 260, Milepost 265.1, to the project site on FR 512, approximately 3.2 miles south from the intersection at Highway 260, at the end of pavement to approximately 4.3 miles on the dirt road. See map. **NOTE: Davis-Bacon wages do apply when hauling out of Tonto National Forest Ponderosa pit. See Attachment "M".**
- c) Bids shall be based on an average load of approximately twenty-three (23) tons, minimum twenty-two (22) tons capacity belly dumps. The project does not have weight scales. Bids shall be by the load.
- d) From the Hatch pit to the end of the job site is 58.2 miles, one way. Directions to the job site from Hatch pit is: West toward Payson at the junction of Highway 260 and FR 512 and continue approximately 3.2 miles, to the beginning of the project. End of project is approximately 4.3 miles.
- e) From the Ponderosa pit to the end of the job site is 27.7 miles, one way. Directions to the job site from Ponderosa pit is: at Milepost 265.1, Highway 260, go East toward Forest Lakes. At the junction of Highway 260 and FR 512, turn South, on FR 512 go 3.2 miles to tend of pavement to the beginning of the project. End of project is approximately 4.3 miles.
- f) Hatch Construction & Paving, Inc. is responsible for loading out of the Hatch pit.

- g) Gila County will be responsible for loading material at the Ponderosa pit, processing and laying material on the roadway at the job site and all signage and traffic control. Gila County may also assist in hauling material.
- h) Work hours will be Monday through Thursday, excluding State holidays. Work hours will be 7:00 A.M. to 3:30 P.M., with the first load on the job site by 7:00 A.M. and the last load on the job site by 3:30 P.M.
- i) Davis-Bacon wages for drivers hauling out of the Tonto National Forest Ponderosa pit, will be required. Davis-Bacon wage decision AZ9 (AZ130009 dated 08/23/2103) is attached to this Invitation to Bid as Attachment "M". All submittals pertaining to Certified Payroll Reports and Prevailing Wage must be received by Gila County in a timely manner. Certified payroll reports will be required and will be due weekly. Failure to submit certified payroll reports within one week from the previous payroll, may result in delayed payment to Contractor. Interviews must be performed before award.
- j) For the first week, Contractor is required to run a minimum of three (3) trucks from the Ponderosa pit to the job site daily, and a minimum of six (6) trucks from the Hatch pit in Taylor to the job site daily. The Project Manager will adjust the number of trucks per day on a weekly basis.

3. Equipment

The Contractor shall provide and maintain during the entire period of this contract, the equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

The Contractor's vehicles and mobile equipment shall be clearly marked with company name and/or logo and an identification number.

4. Cancellation

The County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the Contractor or the County

BID NO. 082213
AGGREGATE HAULING TO FOREST ROAD 512-YOUNG, AZ**SECTION 2**
GENERAL TERMS AND CONDITIONS**Award Contract**

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the IFB, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all offers; or portions thereof; or
 3. Reissue an Invitation for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Offers of any bidder(s) who has previously failed to perform adequately after having once been awarded a prior Bid similar in nature.
4. All submitted forms provided in this Invitation for Bid will be reviewed by the Gila County Board of Supervisors.
5. Those Offerors who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose offers are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful offeror(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other bidders who have submitted a bid for this IFB have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include:

- A. The name, address and telephone number of the protester.
- B. The signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.
- F. All Protest shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

OFFERORS AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on Attachment "A", Offer and Contract Award, and Attachment "B", Contractors Qualification and Certification Form.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Bid issued by the County and the offer submitted by the Contractor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment.

Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

BID NO. 082213
AGGREGATE HAULING TO FOREST ROAD 512-YOUNG, AZ**Contract Default**

- A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty (30)** days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.

2. In the opinion of the County, Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Compensation and Method of Payment

Gila County will pay the Contractor following the submission of itemized invoices for the services requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery, name and mailing address of Contractor.

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

1. State and Local Transaction Privilege Taxes: The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
2. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and will require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W-9 Form

In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

Purchase Orders

The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the County, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

BID NO. 082213
AGGREGATE HAULING TO FOREST ROAD 512-YOUNG, AZ**Force Majeure**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by governmental authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or given rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

Warranties

The Contractor warrants that the materials supplied under this contract are free of liens and shall remain free of liens.

General

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned offers, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining offers shall be reviewed by the Gila County Public Works Fiscal Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Bidder submitting this request.

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SECTION 3
SPECIAL TERMS AND CONDITIONS

1. Term of Contract
The term of the contract shall commence upon award and shall remain in effect for a period of seven (7) months unless terminated, canceled or extended as otherwise provided herein.
2. Contract Extension
The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
3. Changes
The County reserves the right to revise the delivery schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the County. All changes shall be documented by formal amendments to the contract.
4. Bid Evaluation
In accordance with A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation of Bid.
5. Invoicing
Separate invoices are required for each shipment of product. The contractor shall submit invoices to the Bill to Address listed on each purchase order document.

Each separate invoice shall include at a minimum.

- Description and listing of quantities
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Applicable taxes
- Total of invoice

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the Contractor. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges.

The County will make every effort to process payment for the purchase of product within thirty (30) calendar days after receipt by the Accounts Payable department. Delivery of the product to the County does not constitute acceptance, therefore, only the County invoice receipt date will be a valid date for starting the thirty (30) day payment period.

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6. Quantities

Contractors specifically understand and agree that the quantities used for bidding purpose are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Bid. The County does not guarantee any maximum or minimum amounts of purchase. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

7. Price Reduction

A price reduction may be offered at any time during the term of a contract and shall become effective upon notice.

8. Ordering

Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.

9. Delivery

The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

10. Warranty

The Contractor warrants:

- That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
- That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship.

11. Multiple Award

The County has ongoing requirements for the commodities specified in this solicitation. To provide adequate contract coverage for various locations, multiple awards may be made.

12. Vendor Registration

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9, Attachment "E" of Bid document, on file with the County Procurement Group. No payments shall be made until the form is on file.

13. Contract Administration

For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Jeannie Sgroi, (928) 402-8612, for Product Specifications contact, Brent Cline, (928) 402-8526.

14. Indemnification

The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

15. Insurance Requirements

The Contractor shall furnish Certificate(s) of Insurance to the County within five (5) calendar days of notification of award and prior to all contract extensions.

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Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Contractor shall provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

▪ General Aggregate	\$2,000,000
▪ Products – Completed Operations Aggregate	\$1,000,000
▪ Personal and Advertising Injury	\$1,000,000
▪ Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"**.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Finance Department, 1400 E. Ash St., Globe, AZ**, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Finance Department, 1400 E. Ash St., Globe, AZ**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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SECTION 4
INSTRUCTIONS TO SUBMITTERS

IMPORTANT: SECTION 4, INSTRUCTIONS TO CONTRACTORS AND SECTION 2, CONTRACTORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN SECTION 1, PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN SECTIONS 4 AND 2.

Preparation of Bid

- A. Sealed Bids will be received by the County of Gila Finance Department, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed offers only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All offers shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its Bid each Contractor shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of an Offer will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the Attached Forms provided in this Invitation for Bid package in full, **original signature** in ink, by the person(s) authorized to sign the forms and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Attached Forms in evaluating the capacity of contractors to perform the Scope of Services as set forth in the Contract. Failure of any contractor to complete and submit the Price Sheet and the Offer and Contract Award Pages at time and place of opening shall be grounds for automatic disqualification of contractor from further consideration.
- D. The names of all persons authorized to sign the bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Bid shall be listed on the offer.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Bid Proposal Guaranty

Each bid proposal shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.

Requirement of Contract Bonds

At the time of the execution of the contract, the successful bidder shall furnish the County a Statutory Performance Bond and a Statutory Labor and Materials Bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the County. Unless otherwise specified, the surety bond or bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223.

Amendments

Any addendum issued as a result of any change in this Invitation for Bid must be acknowledged on the Contractor Check List and Addenda Acknowledgment Form, Attachment "I".

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Failure to indicate receipt of addenda in the above manner may result in a Bid being rejected as non-responsive.

Inquiries

- A. Any questions related to this Invitation for Bid must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Bid results ARE NOT provided in response to telephone inquiries. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Offers

Any Bid received later than the date and time specified on notice for Sealed Bid will be returned unopened. Late offers shall not be considered. Any Contractor submitting a late Bid shall be so notified.

Submittal Bid Format

It is requested that Two (2) Original and One (1) copy (3 TOTAL), ORIGINAL SIGNATURES ON ALL COPIES, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid.

The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.

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2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers at the place and prior to the time designated for receipts of offers.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to Bid deadline.

REQUIRED ATTACHMENTS:**Offer and Contract Award**

Complete and submit all information requested on Attachment "A".

Arizona State Transaction Privilege Tax License Number: Please indicate your Arizona State Transaction Privilege Tax License Number on the Offer and Contract Award, Attachment "A".

- If you have indicated an Arizona State Transaction Privilege Tax License Number, you are authorized to do business in the State of Arizona and are responsible to pay taxes directly to the Department of Revenue (DOR).
- If you do not indicate an Arizona State Transaction Privilege Tax License Number, you will be considered an out-of-state vendor with no presence in the State of Arizona.

Qualification and Certification

Complete and submit all information requested on Attachment "B".

Price Sheet

Complete and submit all information requested on Attachment "C".

Do not add additional comments to the price sheet. Any additional comments may deem the bidder non-responsive.

References

Complete and submit all information requested on Attachment "D".

I.R.S. W-9

Complete and submit all information requested on Attachment "E".

In order to receive payment, vendors must have a current W-9 form filed with Gila County, unless not required by law.

Non-Collusion Affidavit

Complete and submit all information requested on Attachment "F".

Intentions Concerning Subcontracting

Complete and submit all information requested on Attachment "G".

BID NO. 082213
AGGREGATE HAULING TO FOREST ROAD 512-YOUNG, AZ

Legal Arizona Workers Act Compliance

Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment

Complete and submit all information requested on Attachment "I".

Surety Bond

Provide a Surety Bond (Bid Bond) for ten percent (10%) of the amount of total bid on Attachment "J".

Statutory Performance Bond

Provide a Performance Bond (upon award) for one hundred percent (100%) of the amount of total bid on Attachment "K".

Statutory Labor and Materials Bond

Provide a Payment Bond (upon award) for one hundred percent (100%) of the amount of total bid on Attachment "L".

Davis-Bacon Wage Determination

Utilize the wage rates provided on the Davis-Bacon Wage Determination AZ9 AZ130009 dated 08/23/2013, Attachment "M", for the drivers hauling out of the Tonto National Forest Ponderosa pit only. Provide weekly certified payroll reports.

All addendum(s) received concerning the solicitation must be acknowledged on this form.

Bid Submission

- Offers shall be submitted in a sealed envelope and a *minimum of **Three (3) copies, all with original signatures*** shall be provided by the Contractor.
- The words "INVITATION FOR BID" with BID TITLE "AGGREGATE HAULING TO FOREST ROAD 512-YOUNG, AZ", BID NO, "082213", DATE "OCTOBER 2, 2013", and TIME "11:00 AM" of Bid opening shall be written on the envelope.
- The name of the Firm submitting the bid shall be written on the outside of the envelope.
- The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"
OFFER AND CONTRACT AWARD PAGE

To Gila County

The undersigned hereby offers and agrees to furnish the material or services in compliance with all terms and conditions, instructions, specifications, and any amendments contained in this Request for Proposals document.

Signature also certifies the Contractors Bid Proposal is genuine, and is not in any way collusive or a sham; that the Bid Proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

Contract Number: 082213 AGGREGATE HAULING TO FOREST ROAD 512-YOUNG, AZ

Contractor Submitting Proposal:

Company Name

Address

City

State

Zip

For Clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax No.: _____

Email: _____

Signature of Authorized Representative

Printed Name

Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

Offer Page continued.....

The offer is hereby accepted.

The Contractor _____ is now bound to provide the materials or services listed in IFB Number 082213, including all terms and conditions, specifications, amendments, etc. and the Contractors Offer as accepted by County/public entity.

The Contractor holds Arizona State Transaction Privilege Tax License Number: _____.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives this signed sheet, or written notice to proceed.

GILA COUNTY BOARD OF SUPERVISORS;

Awarded this _____ day of _____, 2013

Michael A. Pastor, Board of Supervisors

ATTEST;

Marian Sheppard, Clerk

APPROVED AS TO FORM;

Bryan Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

ATTACHMENT "B"
QUALIFICATION AND CERTIFICATION FORMS

Exhibit "B" Suppliers Qualifications and Reference List

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

IFB Number 082213 Aggregate Hauling to Forest Road 512

The applicant submitting this Proposal warrants the following:

A. Name, Address, and Telephone Number of Principal Contractor:

B. Has Contractor (under its present or any previous name) ever failed to complete a contract?

_____Yes _____No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

C. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

D. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

- E. Contractor must also provide at least the following information:
- a. A brief history of the Contractors Firm.
 - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - d. List the specific qualifications the Contractor has in supplying the specified services.
 - e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. For each subcontractor proposed, this form must be completed in its entirety and **three (3) copies (one (1) original and two copies with original signatures)** included in the Proposal package.
 - f. Gila County reserves the right to request additional information.

F. **Contractor Experience Modifier (e-mod) Rating:** _____

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

Signature of Authorized Representative

Printed Name

Title

ATTACHMENT "C"
PRICE SHEET

ITEM NO.	QTY/UNIT	DESCRIPTION	UNIT PRICE	PIT LOCATION
01.	LOAD	Class 6 ABC	\$_____	<u>Hatch Papermill Road pit</u>
02.	LOAD	Granite	\$_____	<u>Tonto Ponderosa pit</u>

ATTACHMENT "D"
REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractors under consideration for final award.

The information may or may not be a determining factor in award.

References

List at least four customers for whom you have provided service of a similar scope as this Request or Proposal during the past twelve months, in or as close to Gila county as possible.

<u>CUSTOMER NAME AND ADDRESS</u>	<u>TELEPHONE</u>	<u>PRIMARY CONTACT</u>
----------------------------------	------------------	------------------------

Signature of Authorized Representative

Printed Name

Title

Form W-9
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
			-				-			

Employer identification number									
			-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ATTACHMENT "F"
AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: GILA)

(Name of Individual)

being first duly sworn, deposes and says:

That he is _____
(Title)

Of _____ and
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on IFB NO. 082213 and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said _____

(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Name of Business

By

Title

Subscribed and sworn to before me this _____ day of _____, 2013.

Notary Public

My Commission expires: _____

ATTACHMENT "G"
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of **Invitation for Bid No. 082213, Aggregate Hauling to Forest Road 512-Young, AZ**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of contract; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

☐ YES, it is my intention to subcontract a portion of the work.

☐ NO, it is not my intention to subcontract a portion of the work.

Name of Business

Signature of Authorized Representative

Title

Date

ATTACHMENT "H"
LEGAL ARIZONA WORKERS ACT COMPLIANCE

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

Signature of Authorized Representative

Printed Name

Title

ATTACHMENT "I"
CONTRACTORS CHECKLIST

NOTICE IS HEREBY GIVEN that all Proposal Documents shall be completed and/or executed and submitted with this proposal. If Contractor fails to complete and/or execute any portion of the Proposal Documents, this bid will be determined to be "non-responsive" and rejected.

CHECKLIST

REQUIRED DOCUMENT

COMPLETED/EXECUTED

OFFER AND CONTRACT AWARD PAGE

QUALIFICATION & CERTIFICATION FORM

PRICE SHEET

REFERENCE LIST

W-9

AFFIDAVIT OF NON-COLLUSION

INTENTIONS CONCERNING SUBCONTRACTING

AZ WORKERS ACT COMPLIANCE

SUPPLIERS CHECKLIST/ADDENDA ACKNOWLEDGMENT

SURETY BOND

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials/					
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2013.

CONTRACTOR:

BY:

Each proposal shall be sealed in an envelope addressed to Gila County Finance Department and bearing the following statement on the outside of the envelope: Proposal to Provide: **Aggregate Hauling to Forest Road 512-Young, AZ, IFB No. 082213.** All proposals shall be filed at **Gila County Finance Department, 1400 E. Ash St., Globe, AZ 85501**, on or before **11:00 AM/MST, Wednesday, October 2, 2013.**

ATTACHMENT "J"
SURETY BOND

GILA COUNTY
SURETY (BID) BOND

(Penalty of this Bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned _____, as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

AGGREGATE HAULING TO FOREST ROAD 512-YOUNG, AZ

NOW THEREFORE, if the Obligee, acting by and through its County Engineer, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal

Surety

By

By Attorney-in-Fact

Title

Address, Attorney-in-Fact

Subscribed and sworn to before me

This _____ day of _____, 2013

My commission expires: _____
Notary Public

ATTACHMENT "K"
PERFORMANCE BOND

STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____, (hereinafter called the Principal), as Principal, and

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **AGGREGATE HAULING TO FOREST ROAD 512-YOUNG, AZ** contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

Principal

Seal

By:

Surety

Seal

By:

Agency of Record

Agency Address

Arizona Countersignature

Address

Phone Number

ATTACHMENT "L"
PAYMENT BOND

**STATUTORY LABOR AND MATERIALS BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES**

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____, (hereinafter called the Principal), as Principal, and

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **AGGREGATE HAULING TO FOREST ROAD 512-YOUNG, AZ** contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____

Principal	Seal	By: _____
-----------	------	-----------

Surety	Seal	By: _____
--------	------	-----------

Agency of Record	Agency Address
------------------	----------------

Arizona Countersignature _____

Address _____

Phone Number _____

ATTACHMENT "M"

DAVIS-BACON WAGE DETERMINATION

General Decision Number: AZ130009 08/23/2013 AZ9

Superseded General Decision Number: AZ20120014

State: Arizona

Construction Type: Highway

Counties: Apache, Cochise, Gila, Graham, Greenlee, La Paz, Navajo and Santa Cruz Counties in Arizona.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	01/11/2013
2	02/22/2013
3	08/23/2013

CARP0408-007 10/01/2012

APACHE, COCHISE & SANTA CRUZ COUNTIES

	Rates	Fringes
CARPENTER (Including Cement Form Work).....	\$ 23.58	9.49

* ENGI0428-004 07/29/2013

	Rates	Fringes
OPERATOR: Power Equipment Oiler Driver.....	\$ 24.26	9.05

IRON0075-006 01/01/2013

Apache, Cochise, Gila, Graham, Greenlee, La Paz, Navajo Counties

	Rates	Fringes
Ironworker, Rebar.....	\$ 26.52	20.65

Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson
 Zone 2: 050 to 100 miles - Add \$4.00
 Zone 3: 100 to 150 miles - Add \$5.00
 Zone 4: 150 miles & over - Add \$6.50

SUAZ2009-002 04/23/2009

	Rates	Fringes
CARPENTER Gila, Graham, Greenlee, La Paz & Navajo.....	\$ 21.71	3.82
CEMENT MASON.....	\$ 17.74	3.59
ELECTRICIAN.....	\$ 24.43	5.38
IRONWORKER, Rebar Santa Cruz county.....	\$ 21.75	13.59
LABORER Asphalt Raker.....	\$ 14.97	5.88
Concrete Worker.....	\$ 13.38	4.50
Fence Builder.....	\$ 12.20	3.84
Flagger.....	\$ 12.31	3.96
General/Cleanup.....	\$ 12.78	2.50
Guard Rail Installer.....	\$ 12.20	3.84
Landscape Laborer.....	\$ 11.02	
Water Blaster.....	\$ 14.90	2.90
OPERATOR: Power Equipment Backhoe < 1 cu yd.....	\$ 17.76	3.89
Compactor Self Propelled (with blade-grade operation.....)	\$ 22.53	6.57
Compactor Small Self		

Propelled (with blade-backfill, ditch operation)...	\$ 22.29	6.31
Concrete Pump.....	\$ 20.31	6.48
Crane (under 15 tons).....	\$ 22.98	4.26
Drilling Machine (including wells).....	\$ 21.79	4.10
Grade Checker.....	\$ 23.41	6.54
Hydrographic Seeder.....	\$ 19.73	5.40
Mass Excavator.....	\$ 23.33	6.98
Milling Machine/Rotomill.....	\$ 21.87	6.84
Power Sweeper.....	\$ 19.33	4.85
Roller (all types asphalt)...	\$ 17.46	5.58
Roller (excluding asphalt)...	\$ 19.23	5.09
Scraper (pneumatic tire)....	\$ 22.41	6.90
Screed.....	\$ 20.90	6.72
Skip Loader (all types 3 < 6 cu yd).....	\$ 20.91	7.35
Skip Loader (all types 6 < 10 cu yd).....	\$ 22.24	6.83
Skip Loader < 3 cu yd.....	\$ 17.97	6.60
Tractor (dozer, pusher-all).....	\$ 22.53	6.47
Tractor (wheel type).....	\$ 24.62	7.57
PAINTER.....	\$ 13.94	2.56
TRUCK DRIVER		
2 or 3 axle Dump or Flatrack.....	\$ 16.17	4.24
Oil Tanker Bootman.....	\$ 21.94	
Pickup.....	\$ 12.88	1.73
Water Truck < 2500 gal.....	\$ 19.59	5.90
Water Truck > 3900 gal.....	\$ 18.70	4.79
Water Truck 2500 < 3900 gal.....	\$ 17.13	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually

each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

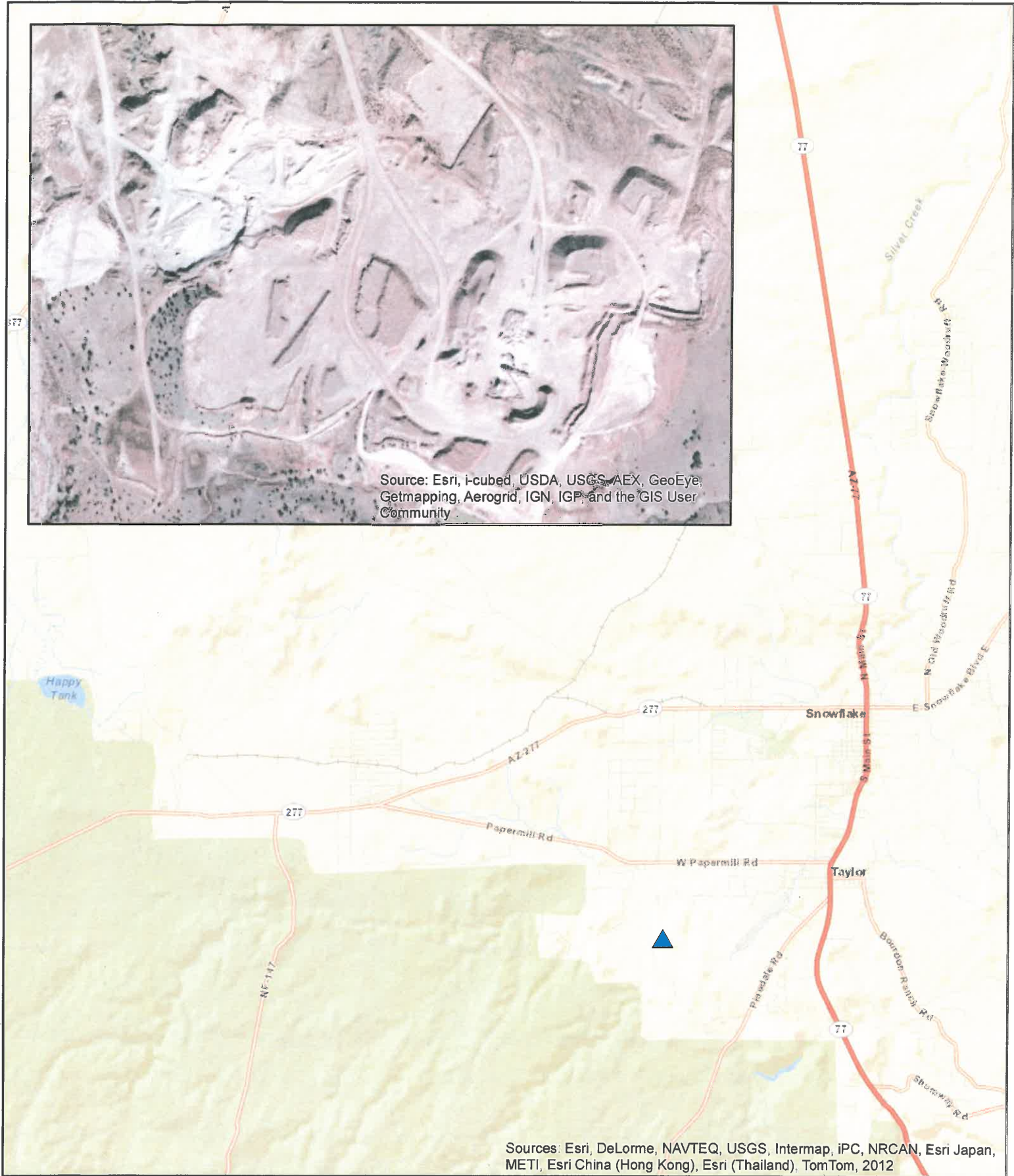
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION



Source: Esri, i-cubed, USDA, USGS, AEX, GeoEye, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community



Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, IPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2012

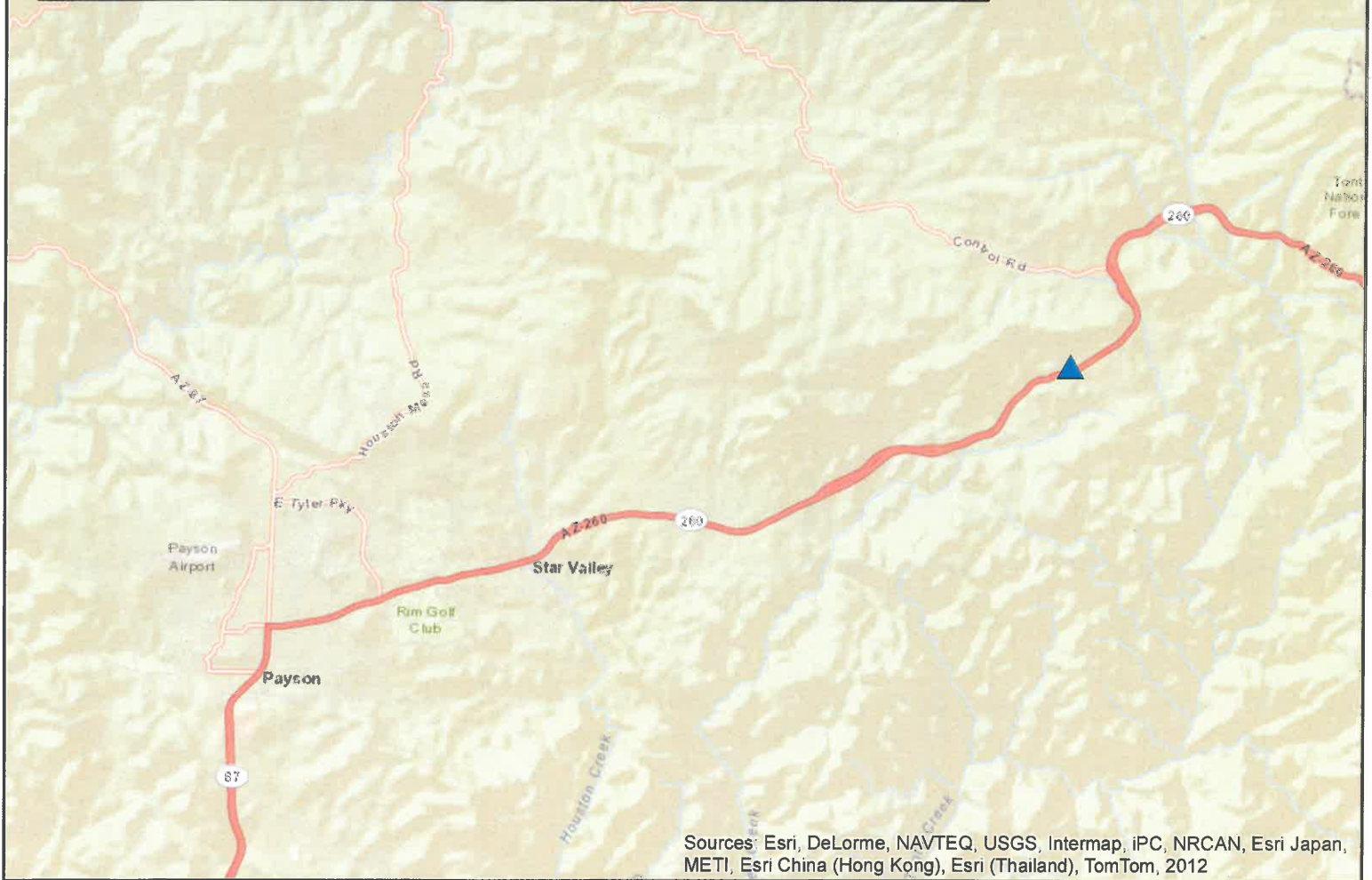
Material Pit Locations for FS 512 Project Hatch Pit 4000 Papermill Rd, Taylor AZ

Legend
Locations
 Hatch Pit

1 in = 2 miles

0 1 2 4 6 8 Miles





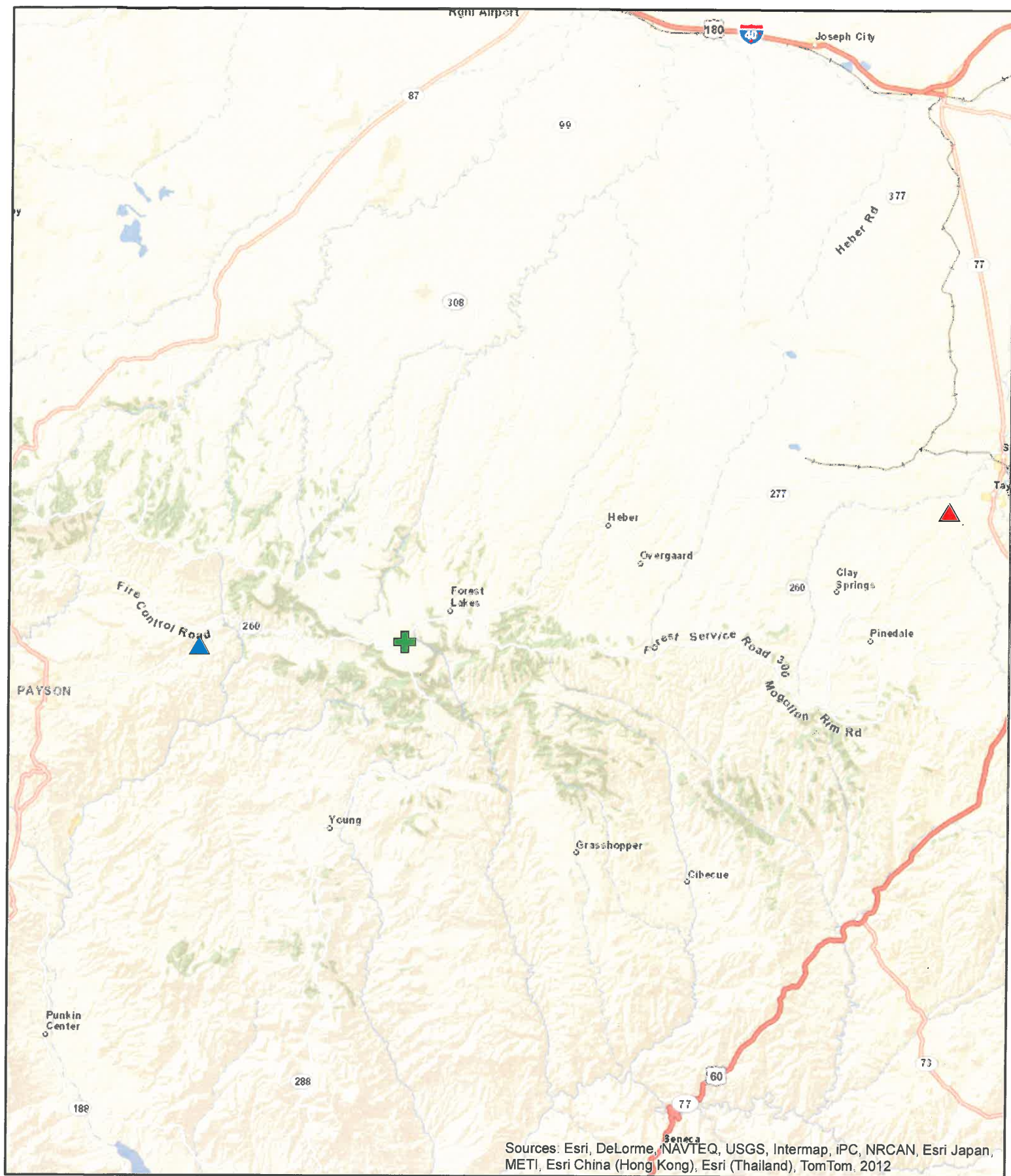
Material Pit Locations for FS 512 Project Ponderosa Pit SR 260 - Milepost 265.1

Legend
Locations
▲ Ponderosa Pit

1 in = 2 miles

0 1 2 4 6 8 Miles





Legend

Locations

-  Hatch Pit
-  Ponderosa Pit
-  SR 260/FS 512 Intersection

Material Pit Locations for FS 512 Project

0 3 6 12 18 24 Miles

1 in = 9 miles



ARF-2087

Regular Agenda Item 2. C.

Regular BOS Meeting

Meeting Date: 09/17/2013

Submitted For: Jacque Griffin, Asst. County Manager/Librarian
Submitted By: Jacque Griffin, Asst. County Manager/Librarian, Asst County Manager/Library District

Department: Asst County Manager/Library District

Information

Request/Subject

Submit Comment Letter on Development of a Draft Environmental Impact Statement on Mexican Wolves.

Background Information

The U.S. Fish and Wildlife Service (USFWS) is continuing the scoping process for a Draft Environmental Impact Statement (EIS) for the Proposed Revision to the Nonessential Experimental Population of the Mexican Wolf (*Canis lupus baileyi*) and the Implementation of a Management Plan.

This proposed action would modify the geographic boundaries established for the Mexican wolf reintroduction in the 1998 Final Rule, modify the management regulations established in the 1998 Final Rule, and implement a Management Plan for Mexican wolves for those areas of Arizona and New Mexico that are external to the Mexican Wolf Experimental Population Area (MWEPA).

Five alternatives are currently being considered in this EIS. The USFWS is continuing the process for this EIS that began in 2007. The USFWS intends to develop the draft EIS in cooperation with a wide range of federal and state agencies, local government and tribal governments. The process will provide additional opportunities for the public to provide input to the development of the Draft EIS as this process moves forward.

Evaluation

All of Gila County is included in the geographic boundaries established in the 1998 Final Rule, and we have been approached to become a Cooperating Agency in this process. The proposed Management Plan could have significant impact on the residents, property owners and businesses within Gila County. The comment period for this portion of the process closes on September 19, 2013, and USFWS staff have advised that there is no expectation of an extension to this comment period.

Conclusion

The Board of Supervisors needs to stay informed and involved in every step of this Draft EIS process. At least two of the five proposed alternatives include adding wolf release sites within Gila County.

Recommendation

Staff recommends that the Board of Supervisors provide comment during this phase of the process. As the EIS proceeds, the Board of Supervisors will have additional opportunities to engage in this process.

Suggested Motion

Information/Discussion/Action to submit comments to the U.S. Fish and Wildlife Service regarding the Proposed Revision to the Nonessential Experimental Population of the Mexican Wolf (*Canis lupus baileyi*), and the implementation of a Management Plan. **(Jacque Griffin)**

Attachments

Preliminary Draft EIS for Mexican Wolf

News Release USFWS Mexican Wolf

**ENVIRONMENTAL IMPACT STATEMENT
FOR THE
PROPOSED REVISION TO THE NONESSENTIAL
EXPERIMENTAL POPULATION
OF THE
MEXICAN WOLF (*CANIS LUPUS BAILEY*)
AND THE
IMPLEMENTATION OF A
MANAGEMENT PLAN

PRELIMINARY DRAFT

CHAPTER 1 AND 2**



02 AUGUST 2013

PREPARED BY:

U.S. FISH AND WILDLIFE SERVICE

SOUTHWESTERN REGIONAL OFFICE

MEXICAN WOLF RECOVERY PROGRAM

New Mexico Ecological Services Field Office

2105 Osuna Rd. NE

Albuquerque, NM 87113

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Final Rule. Establishment of a Nonessential Experimental Population of the Mexican wolf in Arizona and New Mexico (63 FR 1752; January 12, 1998) (50 CFR 17.84(k))

The document is available on the USFWS Ecological Services Field Office, Mexican Wolf Recovery website: <http://www.fws.gov/southwest/es/mexicanwolf/documents.shtml>

APPENDIX B: 2013 PROPOSED RULES

- a. *Proposed Revision to the Nonessential Experimental Population of the Mexican Wolf.*
- b. *Removing the Gray Wolf (Canis lupus) from the list of Endangered and Threatened Wildlife and Maintaining Protections for the Mexican Wolf (Canis lupus baileyi) by Listing it as Endangered.*

The documents are available on the USFWS Ecological Services Field Office, Mexican Wolf Recovery website: <http://www.fws.gov/southwest/es/mexicanwolf/documents.shtml>

APPENDIX C: PREVIOUS NEPA ANALYSIS

- a. Environmental Impact Statement for the *Reintroduction of the Mexican Wolf within its Historic Range in the Southwestern United State*. November 06, 1996.
- b. Environmental Assessment for the *Translocation of Mexican (gray) Wolves throughout the Blue Range Wolf Recovery Area in Arizona and New Mexico*, USFWS, 2000

The documents are available on the USFWS Ecological Services Field Office, Mexican Wolf Recovery website: <http://www.fws.gov/southwest/es/mexicanwolf/documents.shtml>

APPENDIX D: CONSERVATION ASSESSMENT, U.S. FISH AND WILDLIFE SERVICE, SOUTHWEST REGION (REGION 2), ALBUQUERQUE, NEW MEXICO. 2010.

The document is available on the USFWS Ecological Services Field Office, Mexican Wolf Recovery website: <http://www.fws.gov/southwest/es/mexicanwolf/documents.shtml>

APPENDIX E: SPECIAL STATUS SPECIES (IN PREP)

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LIST OF ACRONYMS AND ABBREVIATIONS

3-Year Review	Mexican Wolf Recovery: Three Year Program Review and Assessment
5-Year Review	Mexican Wolf Blue Range Reintroduction Project 5-Year Review
AGFD	Arizona Game and Fish Department
AMOC	Adaptive Management Oversight Committee
AMOC and IFT	Adaptive Management Oversight Committee and Interagency Field Team, commonly used as a literature citation referencing these committees as authors of sections of the 5-Year Review, including the Technical Component (TC), Administrative Component (AC), or AMOC Recommendations Component (ARC)
AMWG	Adaptive Management Working Group
APA	Administrative Procedures Act of 1946
AZA	Association of Zoos and Aquariums
BAE	Biological Assessment and Evaluation
BRWRA	Blue Range Wolf Recovery Area, as designated by the Final Rule (50 CFR 17.84(k))
BNP	Banff National Park
CEQ	Council on Environmental Quality
DPS	Distinct Population Segment
DOA	Department of Agriculture
DOD	Department of Defense
DOI	Department of Interior
EPA	U.S. Environmental Protection Agency
FEIS	Final Environmental Impact Statement
ESA	Endangered Species Act of 1973, as amended
FAIR	Fort Apache Indian Reservation of the White Mountain Apache Tribe
Final Rule	Final “nonessential experimental population” or “10(j)” rule of 1998 for Mexican wolf reintroduction in Arizona and New Mexico, 50 CFR 17.84(k)
Great Lakes	USFWS gray wolf recovery program administered out of the Great Lakes, Big Rivers Region (Region 3)
GMU	Game Management Unit
GYA	Greater Yellowstone Area
IFT	Interagency Field Team (for the Reintroduction Project, see below)
LRMP	Land and Resource Management Plan
MVP	Minimum Viable Population
MWEPA	Mexican Wolf Experimental Population Area

MWRP	Mexican Wolf Recovery Program
NEP	Non-essential Experimental Population
NEPA	National Environmental Policy Act of 1969
NFMA	National Forest Management Act
NMDGF	New Mexico Department of Game and Fish
NRM DPS	Northern Rocky Mountain Distinct Population Segment
Northern Rockies	USFWS gray wolf recovery program administered out of the Mountain-Prairie Region (Region 6) and Pacific Region (Region 1)
PVA	Population Viability Analysis
SOP	Standard Operating Procedure for the Reintroduction Project
SSP	Species Survival Program
SWDPS	Southwestern Gray Wolf Distinct Population Segment
SWDPS Recovery Team	Southwestern Gray Wolf Distinct Population Segment (with emphasis on the Mexican gray wolf, <i>Canis lupus baileyi</i>) Recovery Team
USDA	U.S. Department of Agriculture
USDA Forest Service	U.S. Department of Agriculture, Forest Service
USDA-WS	US Department of Agriculture-Animal Plant Health Inspection Service, Wildlife Services
USFWS or Service	United States Fish and Wildlife Service
WMAT	White Mountain Apache Tribe
YNP	Yellowstone National Park

DEFINITIONS

Agent/Designated Agent – Individuals that are designated through a: (1) Service Section 10 (a)1(A) permit, (2) Section 6 Agreement, or (3) a Service-Approved Management Plan, based, in part, on their training and technical expertise with respect to wolf reintroduction, monitoring, management, care and handling.

Authorized Agencies/personnel – Agencies and their employees that are designated through a (1) Service Section 10 (a)1(A) permit, (2) Section 6 Agreement, or (3) a Service-Approved Management Plan, based, in part, on their training and technical expertise with respect to wolf reintroduction, monitoring, management, care and handling.

Aversive Conditioning -The use of some noxious or punishing stimuli on problem wolves to modify or stop undesirable behaviors, such as: (1) depredation on domestic livestock, (2) displaying fearless behavior of humans, or (3) interacting with other domestic animals or pets (i.e., dogs or cats).

Depredation - The confirmed killing of lawfully present domestic livestock by one or more wolves. The Service, USDA Wildlife Services (WS), or other Service-authorized agencies confirm cases of wolf depredation on domestic livestock (see Appendix I).

Depredation Incident - The aggregate number of livestock killed or mortally wounded by an individual wolf or a single pack of wolves at a single location within a 1-day (24-hour) period, beginning with the first confirmed kill, as documented in the initial incident investigation pursuant to Appendix I. Note: in some situations, dead or mortally wounded livestock may be discovered during management follow-up in an incident area that were not counted in the original depredation incident. Field personnel and the permittee or landowner will discuss and the field personnel must determine whether such animals represent an additional incident or should be included in the earlier incident

Federal Land - Federally managed lands.

Hard Release - The transport and immediate release of wolves at an appropriate site.

Lawfully Present Livestock - Livestock (cattle, sheep, horses, mules, and burros) occurring on private lands or on legal allotments (not trespassing) on Federal lands.

Livestock - cattle, sheep, horses, mules, burros, llama, and alpaca's, or other domestic animals defined as livestock in State and Tribal wolf management plans approved by the Service.

Management Actions - (a) application of aversive conditioning techniques to problem wolves; (b) capturing wolves on Federal, State, Tribal, or private lands, radio tagging and releasing them on site; (c) translocating wolves to remote areas; or (d) placing wolves in captivity.

Management Agency - A Federal or State or Tribal agency permitted by the Service under Section 10 of the ESA to conduct wolf management actions.

Nuisance Activity/Behavior/Scenario - Refers to a wolf or wolves that display a lack of avoidance of humans or their residences. The definition for nuisance activity/behavior by wolves is potentially quite broad. However, a wolf passing by a residence at night without being observed is generally not considered a nuisance scenario, while a wolf that does not move away from humans during a close encounter is clearly a nuisance scenario. In between these two examples lies a large gray area that requires the professional judgment of Management Agency employees based on reported behavior,

evidence at the scene (i.e., tracks, scats, and telemetry locations), and the past behavior of the wolf or wolves.

Pack - A group (≥ 3) of wolves, usually consisting of a breeding male, female, and any number of their offspring.

Pets - Any domestic animal (other than cattle, sheep, horses, mules, burros, llamas, and alpacas) that could be killed or maimed by wolves that are lawfully present on Federal, State, or private land, excluding feral animals.

Problem Wolves - Wolves that: (1) have depredated on lawfully present domestic livestock two times in an area (200 square miles (e.g., a packs territory)) within six months, (2) are members of a pack (including adults, yearlings, and young-of-the-year greater than six months of age) that were directly involved in livestock depredations two times in area (200 square miles (e.g. a packs territory)) within six months, (3) have depredated domestic animals or pets other than livestock on private or tribal lands, two times in an area (200 square miles (e.g., a packs territory)) within six months, or (4) are habituated to humans, human residences, or other facilities.

Removal - Capture and placement in captivity or translocation of problem wolves.

Soft Releases - When wolves are placed in an acclimation pen (constructed of chain link or mesh material) and held for a period and then released on site.

Take - To harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, collect, or to attempt to engage in any such conduct (16 U.S.C 1532 et. seq.).

Translocation - Capturing, affixing a radio collar, and moving wolves from one site to another where they are 'hard' or 'soft' released

1 INTRODUCTION, PURPOSE AND NEED FOR ACTION

This Environmental Impact Statement (EIS) has been prepared by the Department of Interior, United States Fish and Wildlife Service in compliance with the National Environmental Policy Act (NEPA) of 1969 (42 United States Code [U.S.C] § 4321 et seq.); the Council on Environmental Quality (CEQ) Regulations for Implementing NEPA (Title 40 Code of Federal Regulations [C.F.R.] §§ 1500-1508); DOI Regulations, (43 CFR Part 46 61292), U.S. Fish and Wildlife Service (USFWS) 550 FW 1 Draft Fish and Wild Service NEPA Reference Handbook (USFWS 2013) and other applicable USFWS guidance and instructions. The NEPA process is intended to help public officials make decisions based on the understanding of environmental consequences, and to take actions that protect, restore, and enhance the environment.

1.1 INTRODUCTION

The Mexican wolf (*Canis lupus baileyi*) (also known as the Mexican gray wolf) is listed as an endangered species protected by the Endangered Species Act of 1973, as amended (ESA, the Act). Efforts to reestablish the Mexican wolf in the wild are being conducted in both the United States and Mexico. In the United States the U.S. Fish and Wildlife Service (USFWS, we, us, the Service) is the Federal agency responsible for the recovery of the Mexican wolf. Under section 10(j) of the Act and our regulations at 50 CFR 17.81, the Service may designate a population of endangered or threatened species that has been or will be released into suitable habitat outside the species' current natural range as an experimental population. We established regulations for the experimental population of Mexican wolves in our Final 10 (j) Rule entitled "*Establishment of a Nonessential Experimental Population of the Mexican Gray Wolf in Arizona and New Mexico*" (1998 Final Rule).

In 1998 we began reintroducing captive-bred Mexican wolves into wild in the Blue Range Wolf Recovery Area (BRWRA) in Arizona and New Mexico as part of our strategy to recover the Mexican wolf. The BRWRA is part of the larger Mexican Wolf Experimental Population Area (MWEPA). The BRWRA consists of the entire Gila and Apache National Forests in east-central Arizona and west-central New Mexico. The MWEPA is a larger area surrounding the BRWRA that extends from Interstate Highway 10 to Interstate Highway 40 across Arizona and New Mexico and a small portion of Texas north of U.S. Highway 62/180 (63 FR 1752; January 12, 1998).

The Service intends to revise the existing regulations established in our 1998 Final Rule for the nonessential experimental population designation of the Mexican wolf. We also propose to implement a management plan for Mexican wolves that are not part of the experimental population. In this Environmental Impact Statement we analyze the environmental consequences of a range of alternatives, including the Proposed Action and No Action alternative, for our proposal to: (1) modify the geographic boundaries established for the Mexican wolf reintroduction in the 1998 Final Rule; (2) modify the management regulations established in the 1998 Final Rule which govern the release, translocation, natural dispersal, and take (see the definition of "take" provided in the List of Definitions) of Mexican wolves, and; (3) implement a management plan for Mexican wolves for those areas of Arizona and New Mexico that are external to the MWEPA. These actions would be implemented through a Final Nonessential Experimental Rule (see Appendix B for proposed rule), an Endangered Species Act (ESA) Section 10 (a)(1)(a) research and recovery permit, and/or provisions for federal funding.

1.1.1 Regulatory Background

The Mexican wolf was listed as an endangered subspecies (*Canis lupus baileyi*) on April 28, 1976 (41 FR 17740). The entire gray wolf species (*Canis lupus*) in North America south of Canada was listed as endangered on March 9, 1978, except in Minnesota where it was listed as threatened (43 FR 9607). Although this listing of the gray wolf species subsumed the previous Mexican wolf subspecies listing, the

rule stated that the USFWS would continue to recognize the Mexican wolf as a valid biological subspecies for purposes of research and conservation (43 FR 9607). On August 4, 2010, we published a 90-day finding on two petitions to list the Mexican wolf as an endangered subspecies with critical habitat (75 FR 46894). In the 90-day finding, we determined that the petitions presented substantial scientific information that the Mexican wolf may warrant reclassification as a subspecies or Distinct Population Segment (DPS). As a result of this finding, we initiated a status review. On October 9, 2012, we published our 12-month finding in the Federal Register (77 FR 61375) stating that the listing of the Mexican wolf as a subspecies or DPS was not warranted at that time because Mexican wolves already receive the protections of the Act under the species-level gray wolf listing of 1978. During 2011 and 2012, we conducted a 5-year review of the gray wolf finding that the entity currently described on the List of Endangered and Threatened Wildlife should be revised to reflect the distribution and status of gray wolf populations in the lower 48 States and Mexico by removing all areas currently included in its range, as described in the CFR, except where there is a valid species, subspecies, or DPS that is threatened or endangered (USFWS 2012).

On June 13, 2013 we published a Proposed Rule (*Proposed Revision to the Nonessential Experimental Population of the Mexican Wolf*, 78 FR 35719) for the Mexican wolf nonessential experimental population in Arizona and New Mexico. This action was taken in coordination with our proposed rule, published on the same date in the Federal Register, to list the Mexican wolf as an endangered subspecies and delist the gray wolf [*Removing the Gray Wolf (Canis lupus) From the List of Endangered and Threatened Wildlife and Maintaining Protections for the Mexican Wolf (Canis lupus baileyi) by Listing It as Endangered* (78 FR 35664)]. We published the proposed 10(j) rule to associate the nonessential experimental population of Mexican wolves with the Mexican wolf subspecies listing, if finalized, rather than with the listing of the gray wolf at the species level and because we are considering changes to the current Mexican wolf nonessential experimental population designation.

1.1.2 Previous Environmental Review

The environmental effects of the reintroduction of the Mexican wolf have been previously analyzed and addressed in the following National Environmental Policy Act (NEPA) documents:

- *Final Environmental Impact Statement (FEIS) for the Reintroduction of the Mexican Wolf within its Historic Range in the Southwestern United States. November 06, 1996* (USFWS 1996).
- *Final Environmental Assessment (FEA) for the Translocation of Mexican Wolves Throughout the Blue Range Wolf Recovery Area in Arizona and New Mexico. February 10, 2000* (USFWS 2000).
- *Decision Memo, Mexican Wolf Reintroduction, Pen Installation and Associated Temporary Camp at Twenty-two Release Sites, 2008-2012. USDA Forest Service, Apache-Sitgreaves National Forest. February 18, 2009* (USFS 2009).
- *Decision Memo, Installation of Temporary Mexican (Gray) Wolf Holding Pens, USDA Forest Service, Gila National Forest. March 16, 2006* (USFS 2006).

These documents are incorporated, where appropriate, by reference into this Environmental Impact Statement (CEQ, Sec 1502.21) in an effort to eliminate repetitive discussions of issues previously addressed, exclude from consideration issues already decided, and to focus on the issues ripe for decision in this environmental review (CEQ, Sec. 1502.20 and Sec. 1508.28).

1.1.3 Description of the Mexican Wolf

The Mexican wolf is the rarest, southern-most occurring, and most genetically distinct subspecies of all the North American gray wolves (Parsons 1996, Wayne and Vilá 2003, Leonard et al. 2005). The distinctiveness of the Mexican wolf and its recognition as a subspecies is supported by both morphometric (physical measurements) and genetic evidence (78 FR 35664, June 13, 2013). Mexican wolves tend to be patchy black, brown to cinnamon, and cream in color and are somewhat smaller than other gray wolves (Figure 1-1). Adults are about five feet (1.5 meters) in length and generally weigh between 50-90 pounds (23-41 kilograms) with a height at the shoulder of approximately 2-2.5 feet (0.6-0.8 meters) (78 FR 35664, June 13, 2013).



Figure 1-1. Mexican wolves (Credit: Jacquelyn M. Fallon)

Mexican wolves historically inhabited montane woodlands and adjacent grasslands in northern Mexico, New Mexico, Arizona, and the Trans-Pecos region of western Texas (Brown 1988) at elevations of 4000-5000 ft. where ungulate prey were numerous (Bailey 1931). The subspecies may have also ranged north into southern Utah and southern Colorado within zones of intergradation where interbreeding with other gray wolf subspecies may have occurred (Parsons 1996, Carroll et al. 2006, Leonard et al. 2005).

Numbering in the thousands before European settlement, Mexican wolf populations declined rapidly in the 20th century primarily due to concerted Federal, state, and private predator control and eradication efforts (Leonard et al 2005). By the early 1970s, the Mexican wolf was considered extirpated from its historical range in the southwestern United States (USFWS 1982). No Mexican wolves were known to exist in the wild in the United States or Mexico from 1980 until the beginning of our reintroduction project in 1998 (USFWS 2010).

1.1.4 Description of the Mexican Wolf Recovery Program

Reintroduction efforts to reestablish the Mexican wolf in the wild are being conducted in both the United States and Mexico. In the United States the U.S. Fish and Wildlife Service is the Federal agency responsible for the recovery of the Mexican wolf. The Service has been engaged in efforts to conserve and ensure the survival of the Mexican wolf for over three decades. The first Mexican Wolf Recovery Team was formed in 1979, and the United States and Mexico signed the Mexican Wolf Recovery Plan in

1 September 1982. The 1982 Mexican Wolf Recovery Plan did not provide recovery/delisting criteria, but
2 did provide a prime objective:

3 *“To conserve and ensure the survival of Canis lupus baileyi by maintaining a captive breeding program*
4 *and re-establishing a viable, self-sustaining population of at least 100 Mexican wolves in the middle to*
5 *high elevations of a 5,000 square mile area within the Mexican wolf’s historic range”* (USFWS 1982).

6 This objective has since guided the recovery effort for the Mexican wolf in the United States. The current
7 management structure of the Mexican wolf recovery effort distinguishes between the Service’s Mexican
8 Wolf Recovery Program (Recovery Program) and the interagency Mexican Wolf Blue Range
9 Reintroduction Project (Reintroduction Project). The Recovery Program encompasses captive breeding,
10 reintroduction, and all related conservation activities for the Mexican wolf (USFWS 2010). The primary
11 statute governing the Mexican Wolf Recovery Program is the Endangered Species Act. Section 4(f)(1) of
12 the ESA states that the Secretary of the Interior shall develop and implement recovery plans for the
13 conservation and survival of endangered species. Guidance for the specific activities conducted under the
14 Mexican Wolf Recovery Program is provided within several documents including: (1) the 1982 Mexican
15 Wolf Recovery Plan (USFWS 1982); (2) the 1996 Final Environmental Impact Statement (FEIS)
16 (USFWS 1996) (3) the January 12, 1998, Final Rule (63 FR 1752, January 12, 1998); (4) the 1998
17 Mexican Wolf Interagency Management Plan (USFWS 1998a), and; (5) Federal Fish and Wildlife Permit
18 number TE091551-8, dated 04 April 2013, issued under 50 CFR 17.32. This programmatic permit covers
19 management activities for nonessential experimental wolves within Arizona and New Mexico (USFWS
20 2013). The Reintroduction Project encompasses the management activities associated with the
21 experimental population.

22 A comprehensive description of the Recovery Program and the Reintroduction Project is provided in the
23 2010 Mexican Wolf Conservation Assessment (Appendix D) (USFWS 2010).

24 **1.1.4.1 Captive Breeding Program**

25 A binational captive-breeding program between the United States and Mexico was initiated in the late
26 1970s with the capture of the last remaining Mexican wolves in the wild. Referred to as the Mexican
27 Wolf Species Survival Plan (SSP) the captive breeding program’s ultimate objective is to provide healthy
28 offspring for release into the wild (Figure 1-2), while conserving the Mexican wolf subspecies genome
29 (Lindsey and Siminski 2007). The establishment and success of the captive-breeding program
30 temporarily prevented immediate absolute extinction the Mexican wolf and, by producing surplus
31 animals, has enabled us to undertake the reestablishment of the Mexican wolf in the wild (USFWS 2010,
32 78 FR 35664, June 13, 2013). The wolves in the captive population are the only source of animals for
33 release into the wild. All Mexican wolves alive today originated from three lineages (Ghost Ranch,
34 Aragon and McBride) consisting of a total of seven wolves. From the original seven “founding” Mexican
35 wolves the captive population has expanded to its current (October 2012) size of 258 wolves held in 52
36 facilities (Figure 1-3) both in the United States and Mexico (Siminski and Spevak 2012). Because of the
37 small number of founders upon which the existing Mexican wolf population was established there are
38 pronounced genetic challenges which include inbreeding (mating of close relatives), loss of
39 heterozygosity (a decrease in the proportion of individuals in a population that have two different alleles
40 for a specific gene), and loss of adaptive potential (the ability of populations to maintain their viability
41 when confronted with environmental variations) (Fredrickson et. al 2007, 78 FR 35664, June 13, 2013).
42 Inbred populations may have fitness restored by the immigration of unrelated individuals however there
43 are no known possibilities for the addition of new founders that could potential contribute to an
44 improvement in the gene diversity of the existing Mexican wolf population (Siminski and Spevak 2012).



Figure 1-2. Saddle Pack litter at the Sevilleta Wolf Management Facility (Credit: U.S. Fish and Wildlife Service)



Figure 1-3. The Sevilleta Wolf Management Facility (Credit: U.S. Fish and Wildlife Service)

1.1.4.2 The Mexican Wolf Blue Range Reintroduction Project

The current objective of the Mexican Wolf Blue Range Wolf Reintroduction Project (Reintroduction Project) is to restore a self-sustaining population of at least 100 wild Mexican wolves distributed over 5,000 square miles (12,950 km²) of the Blue Range Wolf Recovery Area (BRWRA). This objective is consistent with the 1982 Mexican Wolf Recovery Plan (Paquet et al. 2001). The Reintroduction Project is a collaborative effort among Federal, state, county, and tribal agencies that: (a) have regulatory jurisdiction and management authority over Mexican wolves or the lands that Mexican wolves occupy in Arizona and New Mexico; or (b) are responsible for representing constituency interests while striving to make reintroduction compatible with current and planned human activities, such as livestock grazing and hunting (MOU 2010).

Under the provisions of the 1998 Final Rule we established two recovery areas, the BRWRA and the White Sands Wolf Recovery Area (WSWRA), within the Mexican Wolf Experimental Population Area (MWEPA) (Figure 1-4). We designated primary recovery zones within each of these recovery areas where the initial release of Mexican wolves from captivity to the wild is authorized. Natural dispersal and translocations (re-release of captured wolves with previous wild experience) are allowed throughout the recovery areas. Wolves which disperse to establish territories outside of the recovery areas must be captured and returned or placed in captivity (63 FR 1752, January 12, 1998). In collaboration with our partners in the Reintroduction Project, we began reintroducing Mexican wolves into the BRWRA in 1998. In 2000, the White Mountain Apache Tribe (WMAT) agreed to allow free-ranging Mexican wolves to inhabit the Fort Apache Indian Reservation (FAIR). Continued occupancy of Mexican wolves on the FAIR is dependent upon tribal agreement. We have only released Mexican wolves into the BRWRA and the FAIR. We have never utilized the WSWRA for the release of wolves.

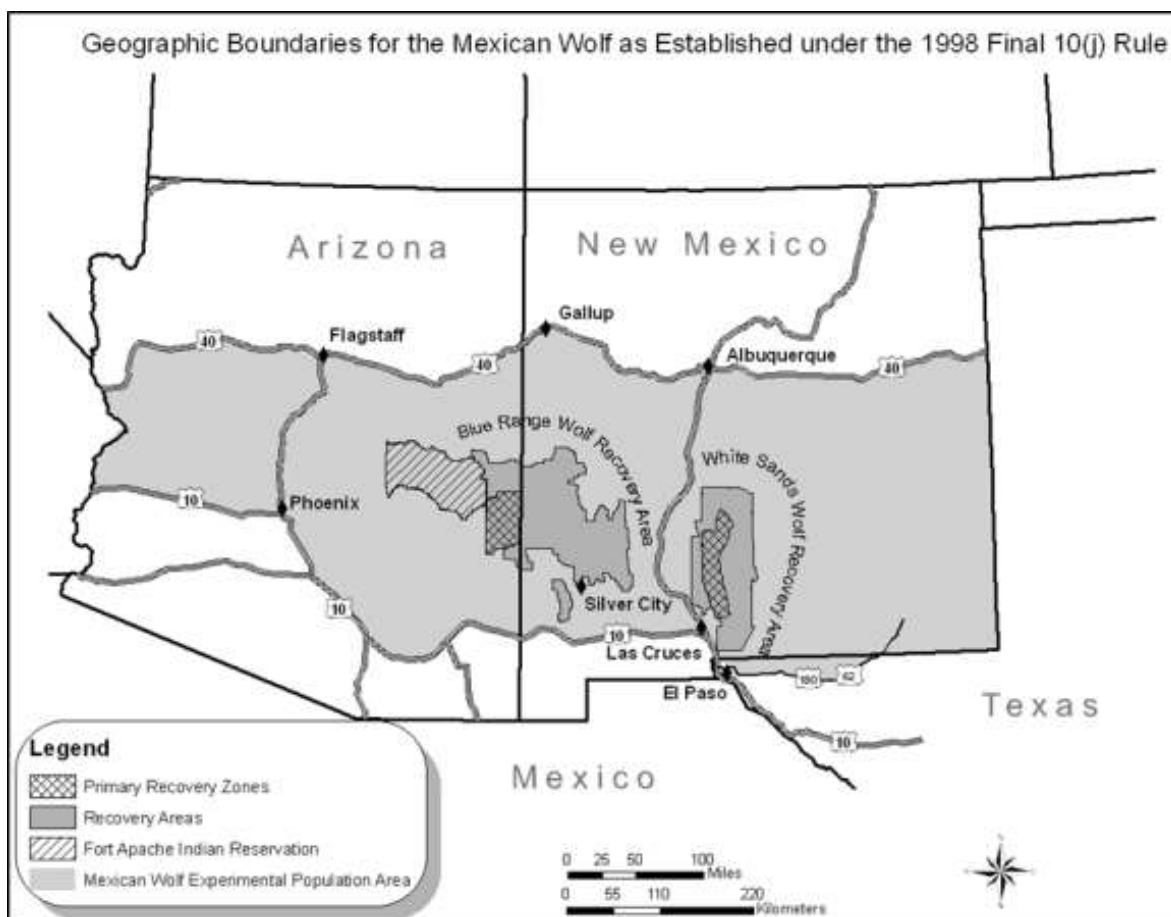


Figure 1-4. Geographic boundaries for the nonessential experimental population of the Mexican wolf as established under the 1998 Final Rule.



Figure 1-5. Blue Range Wolf Recovery Area sign (Credit: U.S. Fish and Wildlife Service)

The BRWRA is located wholly within the Apache and Gila National Forests in east-central Arizona and west-central New Mexico. It encompasses 7,212 square miles (18,679 km²). The adjoining FAIR provides an additional 2,627 square miles (6,804 km²) for wolf colonization and releases. Mixed conifer forests (Figure 1-6) in the higher elevations and semi-desert grasslands in the lower elevations characterize the BRWRA, with ponderosa pine (*Pinus ponderosa*) forests dominating the area in between (USFWS 1996).



Figure 1-6. Mixed conifer forest within the Blue Range Wolf Recovery Area (Credit: Jacquelyn M. Fallon)

Potential native ungulate prey of Mexican wolves within the BRWRA include elk (Figure 1-7) (*Cervus elaphus*), white-tailed deer (*Odocoileus virginianus*), mule deer (*O. hemionus*), and to a lesser extent, pronghorn antelope (*Antilocapra americana*), javelina (*Tayassu tajacu*), and Rocky Mountain bighorn sheep (*Ovis canadensis*) (Parsons 1996). Other sources of prey include small mammals, and occasionally birds (Reed et al 2006).



Figure 1-7. Elk in the Blue Range Wolf Recovery Area (Credit: U.S. Fish and Wildlife Service)

Other large predators in the BRWRA include coyotes (*Canis latrans*), cougars (*Puma concolor*), and black bears (Figure 1-8) (*Ursus americanus*) (USFWS 1996).



Figure 1-8. Black bear and Mexican wolf in the Blue Range Wolf Recovery Area (Credit: Mexican Wolf Interagency Field Team)

Approximately 82,600 cattle and 7,000 sheep were permitted to graze roughly 69% of the BRWRA, and 50% of the allotments were grazed year-round when the Reintroduction Project began (USFWS 1996). The actual numbers of cattle (Figure 1-9) and sheep varies each year relative to environmental factors and are generally lower under drought conditions.



Figure 1-9. Cattle grazing in the Blue Range Wolf Recovery Area (Credit: Mexican Wolf Interagency Field Team)

A complete description of the BRWRA is provided in Chapter 3 and can be found in the 5-Year Review (AMOC and IFT 2005) and in the 1996 Final Environmental Impact Statement (USFWS 1996) which is incorporated herein by reference.

Nonessential experimental status, as established by the 1998 Final Rule allows for the active management of wolves, including relaxing prohibitions on take (see the definition of “take” provided in the Definition of Terms), removal of problem wolves, and the translocation of previously released wolves within the BRWRA. An Interagency Field Team (IFT), consisting of field staff from the Service and our partner agencies, carries out the majority of the routine management activities of the Reintroduction Project. The IFT has the primary responsibilities of collecting data, monitoring (Figure 1-10), and managing the experimental Mexican wolf population. On a daily basis IFT management activities and field work may include:

- Monitoring individual wolves and pack movements

All adult wolves released from captivity or trapped in the wild are radio collared with a goal to maintain a minimum of two collared wolves per pack. Collared wolves are radio-tracked periodically from the ground and a minimum of once a week from the air (weather permitting). Locational data is entered into the Reintroduction Project’s database to be correlated with reports for specific incidents (e.g., depredations, nuisance reports), management actions (e.g., captures, translocations, initial releases) and pack activities (e.g., denning, predation, mortalities).



Figure 1-10. Helicopter count and capture methods (Credit: Mexican Wolf Interagency Field Team)

- Depredation response, outreach and education

In order to minimize the occurrence of depredation incidents and nuisance behavior IFT activities may include proactive outreach and education efforts with livestock producers and local residents. Response to reports of depredation incidents or nuisance behavior may include the use of non-lethal techniques such as: capture/ radio collar/release on site; guard animals; fladry; taste aversion; harassment using scare devices and noise (e.g., cracker shells) and/or non-lethal munitions (e.g., rubber bullets, bean bag rounds, paintballs); den disturbance; manipulation of pack movements using food caches, and; movement of cattle

away from core pack territory (Figure 1-11, Figure 1-12, Figure 1-13). If the problem persists or becomes chronic the wolf (or wolves) may be captured and translocated or permanently removed to captivity. Lethal control may be used in accordance with approved management plans, protocols, and with the authorization of the Service's Mexican Wolf Recovery Coordinator.



Figure 1-11. Non-lethal munitions (Credit: U.S. Fish and Wildlife Service)



Figure 1-12. Range rider, fladry and fencing (Credit: U.S. Fish and Wildlife Service)



Figure 1-13. Fladry and fencing (Credit: Mexican Wolf Interagency Field Team)

- Initial releases and translocations

Wolves that are to be directly released from captivity or translocated may be transported by vehicle, mule, or helicopter to release areas (Figure 1-14). In support of the release IFT personnel may build temporary mesh or chain link paneled pens at sites that are previously approved by the U.S. Forest Service (Figure 1-15). Food caches may be maintained as necessary until the wolves leave the area and/or demonstrate their ability to maintain themselves in the wild. Personnel often camp near the release site to monitor the wolves.



Figure 1-14. Transport by mule into wilderness area release site (Credit: George Andrejko, Arizona Game and Fish Department)



Figure 1-15. Pair of Mexican wolves inside a modified soft release pen (Credit: Mexican Wolf Interagency Field Team)

- Conduct research and collect information

These activities may include: aerial and ground telemetry monitoring; observation of wolves to obtain visual counts on the number of pups and adults in a pack; depredation investigations; howling surveys; collection of biological data (blood, feces, physical measurements and examination), and; collaboration with researchers for data collection and analysis on approved projects (Figure 1-16, Figure 1-17).



Figure 1-16. A Mexican wolf being processed and fitted with a radio-telemetry collar (Credit: Mexican Wolf Interagency Field Team)



Figure 1-17. Trail camera picture used for remote monitoring (Credit: Mexican Wolf Interagency Field Team)

We select wolves from the captive population for release to the wild based on several factors, including their genetic makeup, reproductive performance, behavior, physical suitability, and overall response to the adaptation process in pre-release facilities (Figure 1-18) (USFWS 2006). We released ninety-two captive-raised wolves into the Primary Recovery Zone (PRZ) of the BRWRA and the FAIR between 1998 and the end of 2012. The PRZ is approximately 1171 square miles (3033 km²) in area, or approximately 16 percent of the entire BRWRA (Figure 1-4). It is situated entirely within the southern portion of the Apache National Forest in Arizona. The Secondary Recovery Zone (SRZ) encompasses all of the Gila National Forest in New Mexico and the northern part of the Apache National Forest in Arizona. It is the remainder of the BRWRA not included in the PRZ. Wolves released in the PRZ of the BRWRA are allowed to naturally disperse into the SRZ.



Figure 1-18. Release of a collared Mexican wolf (Credit: U.S. Fish and Wildlife Service)

We may translocate (capture and release in another location) or temporarily remove wild wolves for authorized management purposes such as: depredation behaviors that do not warrant permanent removal; nuisance behaviors that do not warrant permanent removal; boundary violations (e.g., wolves establishing territories wholly outside of the BRWRA or FAIR); necessary veterinary care, and; facilitation of pair bonding. Wolves that we temporarily remove from the wild may be translocated into the PRZ and SRZ of the BRWRA as well as the FAIR (contingent on WMAT concurrence), however, management considerations may prevent re-release of such animals. The Mexican Wolf Recovery Coordinator may authorize permanent removals by lethal or non-lethal (capture and placement in a captive facility) methods due to severe depredation or nuisance behavior. For the period 1998-2012, we permanently removed 36 wolves. This total includes 12 animals removed by lethal control. In summary, from 1998 to 2012 we released 92 wolves from captivity, permanently removed 36 wolves and conducted 118 temporary removals and 102 translocations (Table 1-1).

Year	Wolves Released	Number of Permanent Removals	Number of Temporary Removals	Number of Translocations
1998	13	2	4	3
1999	21	0	12	2
2000	16	4	19	18
2001	15	1	9	6
2002	9	3	4	7
2003	8	1	14	15
2004	5	1	6	9
2005	0	5	16	16
2006	4	8	10	6
2007	0	9	14	5
2008	1	0	2	6
2009	0	0	7	6
2010	0	0	0	1
2011	0	1	1	2
2012	0	1	0	0
Total	92	36 ¹	118 ²	102 ²

¹ Permanent removals include 12 animals removed by lethal control.

² Temporary removals in excess of translocations equal net loss to population of 16 animals.

Table 1-1. Mexican Wolf Experimental Population Releases, Removals and Translocations (Blue Range Wolf Recovery Area and Fort Apache Indian Reservation) from 1998 to 2012.

The IFT conducts an end- of -year count each January in order to establish the minimum number of wolves in the BRWRA and FAIR (Figure 1-19). The Mexican wolf minimum population count in the BRWRA (including the FAIR) was 75 wolves in 2012 (Table 1-2). Based on a wolf population size of 37 wolves, wolf density in the Arizona portion of the BRWRA and FAIR is approximately one wolf per 122 square miles (316 km²) (USFWS 2011). A population of 38 wolves in New Mexico (USFWS 2011) yields an average wolf density in New Mexico of one wolf per 140 square miles (363 km²).

Year	Minimum Population Count (Observed)
1998	4
1999	15
2000	22
2001	26
2002	42
2003	55
2004	46
2005	42
2006	59
2007	52
2008	52
2009	42
2010	50
2011	68
2012	75

Table 1-2. Mexican Wolf End of Year Population Counts in New Mexico and Arizona from 1998 to 2012.



Figure 1-19. Mexican wolves in the Blue Range Wolf Recovery Area observed from aircraft (Credit: Mexican Wolf Interagency Field Team)

1.1.5 Mexican Wolf Recovery in Mexico

Responsibility for the reintroduction of the Mexican wolf in Mexico is divided between two federal agencies, CONANP and SEMARNAT's Dirección General de Vida Silvestre. Mexico initiated the reestablishment of the Mexican wolf to the wild with the release of five captive-bred wolves into the San Luis Mountains in the state of Sonora just south of the U.S.–Mexico border in October 2011 (Figure 1-20

Area 1). Additional releases continued in 2012 with a sixth Mexican wolf released in March 2012 and a pair of Mexican wolves released in October 2012. The Mexican government has informed the Service of their plans to continue releases of Mexican wolves into the northern area in the Sierra Madre Occidental (Figure 1-20 Areas 1, 2 and the mountainous habitat between these two areas), and to potential initiate releases in the Mexican state of Nuevo Leon (Figure 1-20 Area 5). Although high levels of mortality due to illegal killing has resulted in a setback to the reestablishment of a population of wolves we expect the number of Mexican wolves in the wild in Mexico to fluctuate from zero to several wolves or packs of wolves during 2013 and into the future in or around Sonora and Chihuahua or other Mexican States.

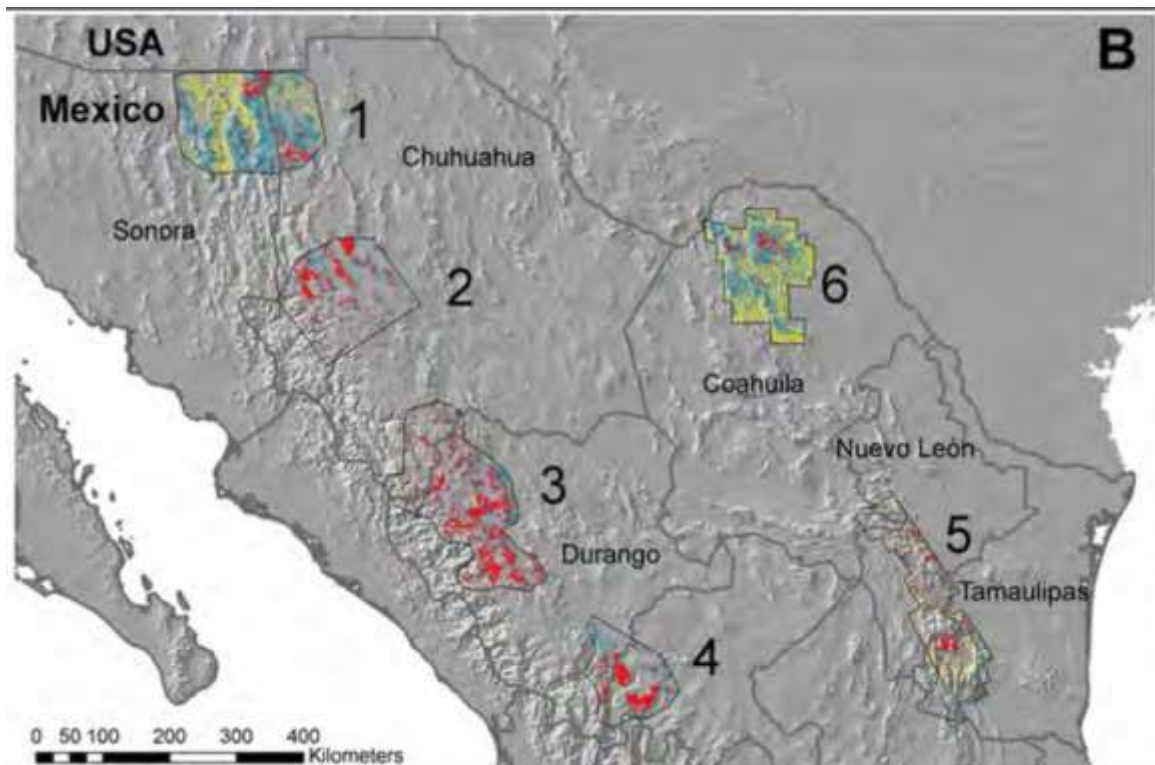


Figure 1-20. Potential reintroduction areas in northern Mexico (1, Sonora-Chihuahua; 2, Central Chihuahua; 3, Chihuahua-Durango; 4, Durango-Zacatecas; 5, Nuevo Leon-Tamaulipas; 6, Coahuila). Colored areas have intermediate probability of anthropogenic mortality within the reintroduction area. Red, Blue, and Yellow colors indicate high, intermediate and low quality habitat, respectively (Modified from Araiza et al. 2012).

1.2 PURPOSE AND NEED FOR THE PROPOSED ACTION

We are proposing to modify the regulations established for the Mexican wolf reintroduction in the 1998 Final Rule and to implement a management plan for Mexican wolves for those areas of Arizona and New Mexico that are outside of the Mexican Wolf Experiment Population Area (MWEPA). The purpose of our proposed action is to establish a viable, self-sustaining experimental population of Mexican wolves within the MWEPA and to effectively manage Mexican wolves throughout Arizona and New Mexico. Modification of the regulations established in our 1998 Final Rule is needed because under the current regulations we have not been able to achieve the necessary population growth that would ensure the resiliency and genetic health of the experimental population. Implementation of the Mexican Wolf

1 Management Plan is needed because there is a potential for Mexican wolves to inhabit areas in Arizona
2 and New Mexico outside of the MWEPA.

3 The mission statement of the U.S. Fish and Wildlife Service is:

4 *“Working with others, to conserve, protect, and enhance fish, wildlife, plants, and their habitats for the*
5 *continuing benefit of the American people.”*

6 Under the provisions of the Endangered Species Act of 1973([16 USC §1531-1544], as amended (ESA),
7 we have primary responsibility for conservation of terrestrial and freshwater organisms. Section 4(f)(1)
8 of the ESA directs the Secretary of the Interior to “develop and implement recovery plans for the
9 conservation and survival of endangered species.” We developed a recovery plan for the Mexican wolf in
10 1982 (Service 1982). The 1982 Mexican Wolf Recovery Plan did not provide recovery/delisting criteria,
11 but did provide a prime objective:

12 *“To conserve and ensure the survival of Canis lupus baileyi by maintaining a captive breeding program*
13 *and re-establishing a viable, self-sustaining population of at least 100 Mexican wolves in the middle to*
14 *high elevations of a 5,000 square mile area within the Mexican wolf’s historic range.”*

15 Our proposal to modify the 1998 Final Rule is a result of the experience and information we have gained
16 since we began pursuing this reintroduction objective in 1998. Over time, we have identified a number of
17 regulatory mechanisms and threats hindering the biological progress of the population and the recovery
18 program including:

- 19 • Regulations associated with the internal and external boundaries of the Blue Range Wolf Recovery
20 Area (BRWRA) that limit release of captive-raised wolves to a small subset of the recovery area
21 (Paquet et al. 2001, AMOC and IFT 2005, Service 2010).
- 22 • Regulations that require capture and removal of wolves that disperse to establish territories outside of
23 the recovery area (Paquet et al. 2001, AMOC and IFT 2005, Service 2010);
- 24 • Management guidelines for conducting wolf control actions which require aggressive removal of
25 wolves due to depredation, nuisance, and boundary violations (Service 2010);
- 26 • Human caused mortality, including illegal shooting (78 FR 35664, June 13, 2013); and
- 27 • Effects of inbreeding depression, including small litter size and low pup survival rates resulting in low
28 natural recruitment, and low adaptive potential (78 FR 35664, June 13, 2013).

29 The cumulative impacts of these regulatory hindrances and threats to the Mexican wolf are putting the
30 reintroduction project at risk of failure to achieve the reintroduction goal of a viable, self-sustaining
31 experimental population of wolves (USFWS 2010). High human caused mortality and high rates of
32 management removals have resulted in a population growth rate that has not achieved reintroduction
33 project goals for the experimental population in the expected timeframe (USFWS 2010). Furthermore,
34 the Mexican wolf is more susceptible to population decline at a given mortality rate than other gray wolf
35 populations because of smaller litter sizes, less genetic diversity, lack of immigration from other
36 populations, and potential low pup recruitment (USFWS 2010). When we began the reintroduction effort,
37 we projected that the population would grow to a minimum of 100 wolves by 2006 (USFWS 1996).
38 Between 1998 and 2003, the actual minimum population of Mexican wolves in the BRWRA tracked
39 closely with population projections in the 1996 Final Environmental Impact Statement (USFWS 1996).
40 Between 2002 and 2011 the population size hovered around the halfway point of the population target of
41 at least 100 wolves. Although the size of the experimental population increased from 2010 to 2012 it has
42 not exhibited continuous steady growth over the course of the entire reintroduction nor have we achieved

1 the minimum target population objective. As of December 31, 2012, the reintroduced wild Mexican wolf
2 minimum population in the BRWRA (including the FAIR) was 75 wolves (Table 1-3).

3 Although some degree of fluctuation in the annual growth rate of the experimental population is to be
4 expected our implementation of the Mexican wolf reintroduction project has provided insight as to the
5 extent to which provisions of the 1998 Final Rule have hindered the growth of the experimental
6 population by: limiting the initial release of captive-raised wolves to only the Primary Recovery Zone
7 (PRZ) of the BRWRA; stipulating that wolves that disperse to establish territories outside of the BRWRA
8 be captured and returned or placed in captivity, and; requiring the aggressive removal of wolves. In wild
9 wolf populations annual rates of increase generally vary between 0.93 and 2.40 (Fuller and Keith 1980,
10 Fritts and Mech 1981 as cited in Paquet et al. 2001). A population growth rate (annual rate of increase) of
11 1.0 corresponds to replacement where recruitment (new members gained either through birth or
12 immigration) is equal to deaths and the size of the population remains static. An annual growth rate
13 (annual rate of increase) of 2.0 results in a doubling of the population size because recruitment (including
14 releases) is twice that of deaths (including removals). Several factors limit growth of wolf populations
15 including, most significantly, ungulate prey biomass and human-caused mortality. In a managed wild
16 population management removals are similar to mortality and releases are similar to recruitment (Paquet
17 et al. 2001). The contributions of management actions to the overall growth of the experimental
18 population of Mexican wolves over the course of the reintroduction project from 1998 through 2012 can
19 be generally broken into three phases. In the first phase, corresponding to the years 1998 through 2002, a
20 high number of initially released and translocated wolves ($n = 110$) together with a moderate number of
21 temporary and permanent removals ($n = 58$) contributed to a net gain of 38 wolves in the overall
22 population and the highest population growth rate (2.003) experienced by the reintroduction project. The
23 second phase from 2003 through 2007, characterized by a moderate number of initial releases and
24 translocations of wolves ($n = 68$) and a high number of temporary and permanent removals ($n = 84$),
25 contributed to a net gain of 10 wolves in the overall population and a population growth rate that was
26 relatively flat (1.069). A third phase from 2008 through 2012, characterized by a low number of releases
27 and translocations ($n = 16$) but also a low number of temporary and permanent removals ($n = 11$)
28 contributed to a net gain of 23 wolves and a higher population growth rate (1.092) than the previous phase
29 (Tables 1-4 and 1-5). This analysis of the growth rates of the experimental population correlated with the
30 general phases of our management activity validate the recommendations of the three (Paquet et al. 2001)
31 and five year (AMOC and IFT 2005) reviews and our Conservation Assessment completed in 2010
32 (Appendix D) (USFWS 2010). These reports universally identified inflexible management regulations
33 resulting in a low number of releases and a high number of removals as counterproductive to the
34 achievement of the population growth needed for the establishment of a viable, self-sustaining
35 experimental population of Mexican wolves.

Year	Minimum Population Count (Observed)	Population Projected in 1996 Final Environmental Impact Statement (FEIS) ¹
1998	4	7
1999	15	14
2000	22	23
2001	26	35
2002	42	45
2003	55	55
2004	46	68
2005	42	83
2006	59	102
2007	52	-
2008	52	-
2009	42	-
2010	50	-
2011	68	-
2012	75	-

1 ¹FEIS projections were made only through 2006 (USFWS 1996)

2 **Table 1-3. Population Projections Compared to Mexican Wolf End of Year Minimum Population**
3 **Counts in New Mexico and Arizona from 1998 to 2012.**

4

Year	Releases and Translocations	Number of Mortalities ¹	Removals (Both permanent and temporary) ^{2,3}	Minimum Population Count (Observed)
1998	16	5	6	4
1999	23	3	12	15
2000	34	4	23	22
2001	21	9	10	26
2002	16	3	7	42
2003	23	12	15	55
2004	14	3	7	46
2005	16	4	21	42
2006	10	6	18	59
2007	5	4	23	52
2008	7	13	2	52
2009	6	8	7	42
2010	1	6	0	50
2011	2	8	2	68
2012	0	4	1	75
Total	194	92	154	N/A

¹Mortalities include 37 due to illegal shooting (46%), 12 due to vehicle collision (15%), 14 due to natural causes (17.5%), 9 due to unknown causes (11%), 4 awaiting necropsy results (5%), and 4 due to other causes (5%).

²Permanent removals include 12 animals removed by lethal control.

³Temporary removals in excess of translocations equal net loss to population of 16 animals.

Table 1-4. Mexican Wolf Experimental Population Growth from 1998 to 2012

Period	Releases and Translocations	Number of Mortalities ¹	Removals (Both permanent and temporary) ^{2,3}	Net Gain in Population	Growth Rate
1998-2002	110	24	58	38	2.003
2003-2007	68	31	84	10	1.069
2008-2012	16	31	12	23	1.092

Table 1-5. Mexican Wolf Experimental Population Growth Rate from 1998 to 2012

We do not consider a minimum population of around 100 wolves to equate to “self-sustaining” or “viable” (USFWS 2010). At its current size of a minimum of 75 wolves, and even at the current objective of at least 100 wolves, the BRWRA population is, by demographic measures considered small (Shaffer 1987, Boyce 19992, Mills 2007, USFWS 2010) and has a low probability of persistence. The viability of the population when it reaches its target of at least 100 wolves remains unquantified, although qualitatively this target is significantly below estimates of viability appearing in the scientific literature and gray wolf recovery plans, which suggest hundreds to over a thousand wolves are necessary for long-term persistence in the wild (78 FR 35664, June 13, 2013).

The principles of resiliency and representation inform our consideration of what constitutes a viable, self-sustaining population of Mexican wolves in the MWEPA that can contribute to recovery. The principle of resiliency suggests that species that are more numerous and widespread are more likely to persist than

1 those that are not (Shaffer and Stein 2000). A species with a small population that is narrowly distributed
2 is not resilient. It faces a higher risk of extinction than a species that is widely and abundantly distributed.
3 The higher risk of extinction is due to the sensitivity of small populations to stochastic (that is, uncertain)
4 demographic events such as low litter size or high adult mortality and to environmental stochasticity such
5 as variation in prey base, catastrophic fire, drought, or disease epidemic. Small populations are also
6 thought to be more vulnerable because of the deleterious effects of inbreeding (Wright 1977 as cited in
7 Paquet et al. 2001).

8 Representation refers to the genetic variation embodied by members of a population or species. Higher
9 levels of variation minimize the risk of inbreeding and better support ecological and evolutionary
10 processes than low levels. Exploration of genetic representation demonstrates that the short-term genetic
11 fitness and long-term adaptive potential of a population are best supported by establishing larger, rather
12 than smaller, effective (that is, animals in the breeding population) population sizes. A depletion of
13 genetic variation inevitably results when small effective populations remain closed (without immigration)
14 over several generations (Lande and Barrowclough 1987). These small isolated populations may become
15 even smaller if decreased genetic fitness results in reduced survival (increased mortality) (Paquet et al.
16 2001). The combination of small population size and low gene diversity can lead to a self-amplifying
17 cycle in which mortality results in additional reduction in gene diversity, which leads to decreased fitness
18 and lower survival rates, resulting in an “extinction vortex”. Because of this self-amplifying cycle, the
19 rate of extinction for small populations is higher than predicted from the population size alone (Caro and
20 Laurenson 1994 as cited in Paquet et al. 2001).

21 At its current size and distribution the experimental population of Mexican wolves has low resiliency and
22 does not contain adequate representation (USFWS 2010). It is a small, isolated, genetically impoverished
23 population which has poor representation of the genetic variation remaining in the captive population.
24 The wolves in the experimental population have Founder Genome Equivalents (FGE) that are 33 percent
25 lower than found in the captive population and the estimated relatedness (population mean kinship) of
26 these animals suggest that on average they are as related to one another as outbred full siblings are related
27 to each other (Siminski and Spevak 2012). When gene diversity falls below 90% of that in the founding
28 population, reproduction may be increasingly compromised by, among other factors, lower birth weights,
29 smaller litter sizes, and greater neonatal mortality (Siminski and Spevak 2012). As of July 2012, the
30 experimental population of wolves in the BRWRA has a retained gene diversity of 74.99%, and when
31 compared to 2010 has shown a slight decline in both retained gene diversity and FGE (Siminski and
32 Spevak 2012). Based on current estimates extrapolated to the minimum population target of 100, an
33 effective (breeding animal) population size of 28 wolves is not adequate to ensure short or long-term
34 genetic fitness for the experimental population of Mexican wolves in the BRWRA (USFWS 2010).
35 There is evidence of strong inbreeding depression in the experimental population (Fredrickson et al.
36 2007) and without substantial management action to improve the genetic composition of the experimental
37 population, inbreeding will accumulate and heterozygosity and alleles will be lost much faster than in the
38 captive population (78 FR 35664, June 13, 2013). For the experimental population to become viable
39 and self-sustaining, and thereby contribute to recovery, we must increase the size of the population and
40 improve its gene diversity.

41 The reintroduction project for Mexican wolves now being undertaken by the Mexican government has
42 created a requirement for a management plan for Mexican wolves that enter the United States and occur
43 in areas of Arizona and New Mexico that are outside of the MWEPA. Dispersal and natural re-
44 colonization of areas of suitable habitat in Arizona and New Mexico is possible if the Mexican
45 government succeeds in establishing populations of Mexican wolves in the planned reintroduction areas
46 of Mexico. Natural dispersal from Mexico into those areas of suitable habitat south of I-10 (the southern
47 border of the MWEPA) is more likely than dispersal to those portions of Arizona and New Mexico north

1 of I-40. However, wolves are capable of dispersing long distances and wolves from the experimental
2 population dispersing outside of the MWEPA without our knowledge could also contribute to natural re-
3 colonization of areas of suitable habitat both south of I-10 and north of I-40. We would implement a
4 management plan for Mexican wolves in these areas through an Endangered Species Act (ESA) Section
5 10 (a)(1)(a) research and recovery permit. This permit allows us to manage wolves to benefit their long
6 term recovery and survival while effectively responding to reports of depredation incidents and nuisance
7 behavior.

8 Recent scientific literature suggests that recovery will require redundant populations connected via
9 dispersal to maintain self-sustaining viable populations (Wayne and Hedrick 2010, Carroll et al. in press).
10 Based on this, we believe that recovery and long-term conservation of the Mexican wolf in the
11 southwestern U.S. and northern Mexico will likely “depend on establishment of a metapopulation or
12 several semi-disjunct but viable populations spanning a significant portion of its historic range in the
13 region” (Carroll et al. 2006). The reintroduction of the Mexican wolf into the BRWRA was envisaged
14 “as the first step toward recovery” (USFWS 1982, 63 FR 1752, January 12, 1998). We intend for our
15 modifications to the 1998 Final Rule to contribute to the achievement of this “first step” by:

- 16 • Increasing the size, and improving the genetic health, of the experimental population of Mexican
17 wolves – a population that will ultimately contribute to future recovery efforts;
- 18 • Improving the efficacy and flexibility of our management of the experimental population of Mexican
19 wolves within the MWEPA

20 Our current management regulations are unlikely to enable us to attain a viable, self-sustaining population
21 of Mexican wolves in the wild. Therefore we are proposing to modify the regulations established for
22 Mexican wolf reintroduction in the 1998 Final Rule. We consider implementation of a management plan
23 to be important because there is an increasing likelihood that Mexican wolves may disperse from Mexico
24 into the United States and inhabit areas with suitable habitat in Arizona and New Mexico outside of the
25 MWEPA. Therefore we propose to implement a management plan for Mexican wolves for these areas.
26 In summary to meet our purpose and need our Proposed Action is intended to:

- 27 • More rapidly increase the total number of wolves in the experimental population. A larger
28 and more viable population of wolves distributed over a larger area is more resilient than a
29 small population in a small area and can be managed more effectively in response to wolf-
30 livestock conflict, nuisance behaviors, and mortality factors.
- 31 • Improve the gene diversity of the experimental population. Higher levels of genetic variation
32 decrease the risk of inbreeding and increases adaptive potential compared to low levels. With
33 better representation the population is better able to support the loss of individual wolves with
34 a particular genetic make-up. Wolves that may be lost from the population due to
35 management removal actions or mortalities can be replaced with initial releases of captive-
36 raised Mexican wolves with similar genetic background.
- 37 • Improve the recruitment of captive-raised wolves into the reintroduced wild population by
38 expanding the area available for their initial release. Packs have established home ranges
39 within the majority of the high quality habitat in the PRZ of the BRWRA. The release of
40 additional family groups directly from captivity into suitable habitat in the PRZ has been
41 therefore inhibited by the occupancy by other wolf packs. This situation has been one of the
42 main factors responsible for the release of only one captive-raised wolf into the BRWRA
43 during the period 2007 through 2012 (Table 1-1).

- Accommodate natural dispersal behavior by allowing the experimental population to occupy suitable habitat in the MWEPA. Natural dispersal and colonization of new areas is a key element in improving the resiliency of the experimental population.
- Effectively address wolf-livestock conflicts and the potential for wolf-human interaction within the MWEPA. Agreements made in voluntary cooperation with tribal governments and private landowners can benefit both Mexican wolf recovery and establish management actions that pro-actively minimize nuisance behavior and depredations.
- Effectively manage Mexican wolves in those areas of Arizona and New Mexico outside of the MWEPA in a manner that conserves and promotes their survival while being responsive to reports of depredation incidents and nuisance behavior.

1.3 RATIONALE FOR ELEMENTS OF OUR PROPOSED ACTION AND ALTERNATIVES

The following sections provide the rationale for specific elements of the proposed action and alternatives that we are considering for implementation.

1.3.1 Boundary Changes

The 3-Year (Paquet et al. 2001) and 5-Year (AMOC and IFT 2005) Reviews and the Conservation Assessment completed in 2010 (USFWS 2010) identified a number of issues associated with the internal and external geographic boundaries of the Blue Range Wolf Recovery Area (BRWRA) and the Mexican Wolf Experimental Population Area (MWEPA) that appeared to be hindering the growth of the Mexican wolf experimental population. We are proposing changes in the boundaries of the Mexican wolf experimental population to correct restrictions that were identified in our 2010 Conservation Assessment as contributing to the risk of population failure and adding to the challenges for recovery, particularly as related to genetic fitness (*representation*) and long-term adaptive potential (*resiliency*) of the experimental population (USFWS 2010).

1.3.1.1 Removal of the designation of the White Sands Wolf Recovery Area (WSWRA) as an area for the reintroduction of Mexican wolves

Alternatives One through Four: *Remove the designation of the WSWRA as an area for the reintroduction of Mexican wolves.*

We propose to remove the designation of the WSWRA because we no longer consider the area suitable for the initial release of captive-raised Mexican wolves.

In our 1998 Final Rule, we established two recovery areas (the BRWRA and the WSWRA) within the MWEPA. We designated the WSWRA as a wolf recovery area primarily because it lies within the probable historical range of the Mexican wolf, has a low density of human use and is largely free of livestock. The WSWRA encompasses 4,028 square miles (10,311 km²) in south-central New Mexico. It includes all of the White Sands Missile Range (WSMR) and Holloman Air Force Base, White Sands National Monument, the San Andres National Wildlife Refuge (NWR) and the Jornada Experimental Range. The San Andres and the Oscura mountain ranges are within the WSWRA with the San Andres Mountains making up most of the primary recovery zone (USFWS 1996). Mule deer (*Odocoileus hemionus*) are the most abundant ungulate followed by the non-native African oryx (*Oryx gazella*), pronghorn antelope (*Antilocapra americana*) and feral horses (USFWS 1996). A small population of desert bighorn sheep (*Ovis canadensis mexicana*) also lives within the San Andres NWR.

Under the 1998 Final Rule, the reintroduction of wolves into the WSWRA through initial release is authorized, “if the Service finds it necessary and feasible” (63 FR 1752, January 12, 1998). Wolf population numbers are directly related to ungulate biomass (Fuller 1989). Due to a low density of

1 ungulate prey two independent assessments suggest that the WSWRA could only support 20 to 30 wolves
2 (Bednarz 1988, Green-Hammond 1994). Deer populations have declined since these evaluations were
3 conducted. We therefore consider this to be an overestimate of how many Mexican wolves this area
4 could support in the present environment and have reevaluated the WSWRA as unlikely to be an area that
5 can consistently support occupancy by wolves. The 3-Year Review concluded that a population of 20-30
6 wolves in the WSWRA “is not viable” and recommended that “the USFWS should not expend resources
7 on reintroducing wolves to WSWRA (Paquet et al. 2001). The 5-Year Review also recommended that
8 “any amended or new Mexican Wolf Nonessential Experimental Population Rule drafted... not include
9 White Sands Missile Range as a Mexican Wolf Recovery Area or as a Reintroduction Zone” (AMOC and
10 IFT 2005). We have never utilized the WSWRA for the release or translocation of wolves because of the
11 low density of ungulates and our consequent reevaluation of it as an area not suitable area for wolf
12 reintroduction and release.

13 Under our proposal to allow Mexican wolves to naturally disperse throughout the MWEPA, Mexican
14 wolves could on their own, traverse or establish home ranges in the San Andres and Oscura mountain
15 ranges. However, due to the lack of an adequate prey base we do not intend to conduct initial release of
16 captive-raised wolves in these areas. Because of these limitations and based on the recommendations of
17 the Three-Year and Five-Year Reviews, we do not consider the designation of the WSWRA as a recovery
18 area necessary to achieve our reintroduction goal of establishing a viable, self-sustaining experimental
19 population of Mexican wolves within the MWEPA.

20 **1.3.1.2 Modification of the geographic boundaries of the Mexican Wolf** 21 **Experimental Population Area (MWEPA)**

22 **Alternatives One through Four:** *Remove the small portion of Texas lying north of U.S. Highway*
23 *62/180 to the Texas-New Mexico boundary from the MWEPA.*

24 We propose to remove the small portion of Texas lying north of US Highway 62/180 from the MWEPA
25 because: (1) it is not expected to substantially contribute to the population growth or range expansion
26 necessary to improve the resiliency and genetic health (representation) of the experimental Mexican wolf
27 population, and; (2) we do not believe that continuing to include a small part of Texas within the
28 MWEPA contributes to our effective management of Mexican wolves in Arizona and New Mexico.

29 The small portion of Texas lying north of US Highway 62/180 encompasses the southern extent of the
30 Guadalupe Mountains and includes Guadalupe Mountains National Park. The montane areas of the
31 national park contain coniferous forests dominated by Douglas fir, southwestern white pine, and
32 ponderosa pine and support mule deer and small elk populations (NPS 2013). The MWEPA as currently
33 configured encompasses 121,775 square miles (315,396 km²) with 44,155 square miles (114,361 km²) of
34 potentially suitable wolf habitat. Alternatives Three and Four propose to expand the MWEPA south in
35 Arizona and New Mexico to the international border with Mexico, adding an additional 33,417 square
36 miles (86,550 km²), including 3,861 square miles (10,000 km²) of potentially suitable wolf habitat.
37 Modifying the geographic boundaries of the MWEPA to eliminate Texas would remove 1,456 square
38 miles (3,771 km²) from the MWEPA with no areas that we assess as potential suitable wolf habitat
39 capable of supporting recolonizing wolves. Wolves are capable of dispersing long distances (Mech and
40 Boitani 2003). Our proposal to allow Mexican wolves to naturally disperse from the Blue Range Wolf
41 Recovery Area (BRWRA) into the MWEPA could lead to the dispersal and natural recolonization of
42 areas of suitable habitat in central and south-eastern New Mexico. While individual wolves might
43 disperse into the montane areas of the Guadalupe National Park the small size and extent of these areas
44 make it unlikely that they would persist. Furthermore, we intend to capture and return Mexican wolves
45 originating from the nonessential experimental population that disperse outside of the MWEPA.

Our proposal to conform to state political boundaries by modifying the eastern boundary of the MWEPA to end at the New Mexico/Texas state line is intended to both streamline state agency involvement in the reintroduction project and to facilitate the Federal and state interagency cooperation necessary to effectively manage the experimental population of Mexican wolves in Arizona and New Mexico. Mexican wolves within the MWEPA are managed as a nonessential experimental population in accordance with the section 10(j) of the ESA. Any Mexican wolf outside of the MWEPA, regardless of origin, would be considered and managed as endangered under the ESA. Under a 10(a)(1)(A) permit, we intend to capture and return any Mexican wolf outside of the MWEPA that is part of the experimental population. No potential suitable habitat large enough to support recolonizing wolves is available in the small portion of the current MWEPA that is in Texas. We consider it unlikely that Mexican wolves would persist if they dispersed into this area from the core population area of the MWEPA. Furthermore, we intend to capture and return Mexican wolves originating from the nonessential experimental population that disperse outside of the MWEPA. If we were to retain the small portion of the MWEPA that is in Texas in a new final 10(j) rule we would not expect to use this area for translocations because of the lack of potential suitable habitat. Therefore, we do not expect this portion of the MWEPA to substantially contribute to the population growth or range expansion necessary to improve the resiliency and genetic health (representation) of the experimental Mexican wolf population. Neither do we expect the participation of Texas state agencies in the reintroduction project to be necessary to improve the effectiveness of our management of the experimental population of Mexican wolves within the MWEPA. For these reasons we do not consider the continued designation of the small area of Texas lying north of US Highway 62/180 to the Texas-New Mexico boundary as a part of the MWEPA necessary to achieve our reintroduction goal of establishing a viable, self-sustaining experimental population of Mexican wolves within the MWEPA.

1.3.1.3 Expansion of the Mexican Wolf Experimental Population Area (MWEPA)

Alternatives Three and Four: *Move the southern boundary of the MWEPA in Arizona and New Mexico from Interstate 10 to the United States-Mexico international border.*

In Alternatives Three and Four we propose to move the southern boundary of the MWEPA in Arizona and New Mexico south to the international border with Mexico so that we can manage Mexican wolves in this area under the nonessential experimental population 10 (j) Rule. We believe that this expansion, in conjunction with the adoption of the provisions of the proposed 10 (j) Rule (Appendix B) that would allow Mexican wolves to disperse from the Blue Range Wolf Recovery Area (BRWRA) into the MWEPA and which provide us additional flexibility to manage these wolves, could help achieve the population growth necessary to improve the resiliency and genetic health of the Mexican wolf experimental population.

Within this proposed expansion of the MWEPA areas with potential suitable habitat that could support naturally dispersing and recolonizing wolves can be found within:

- Southern Hidalgo, Grant, and Luna counties including the Alamo Hueco, Big Hatchet Mountains, and West Potrillo Mountains Wilderness Study Areas, the Peloncillo Mountains of the Coronado National Forest, and the Animas, Little Hatchet, Big Hatchet, Alamo Hueco, Cedar and Potrillo mountain ranges (New Mexico).
- The U.S./Mexico border counties of Santa Cruz and Cochise which include the Canelo Hills and the Chiricahua, Patagonia, Huachuca, Tumacacori, Atascosa, Santa Rita, Whetstone, Dragoon, and Peloncillo mountain ranges (e.g., the “Sky Islands”) of the Coronado National Forest and the U.S. Army, Fort Huachuca (Arizona) (Figure 1-21)

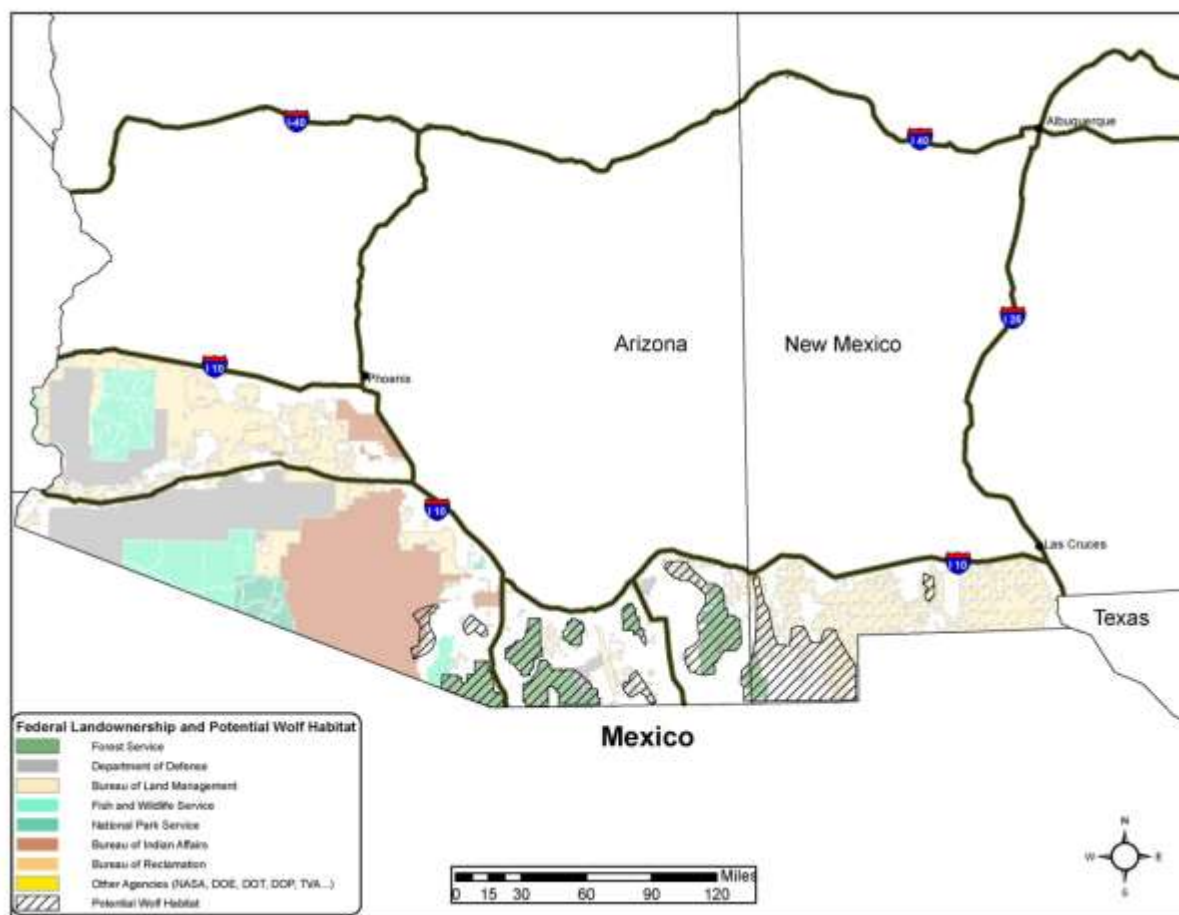


Figure 1-21. Areas of potential wolf habitat in the proposed expanded Mexican Wolf Experimental Population Area south of I-10 in Arizona and New Mexico.

Wolves persisted in the mountainous parts of this area into the 1960s (Brown 1988). We expect the historic wolf dispersal corridors in the border region that were used by wolves before their extirpation could again be used by dispersing wolves from the reintroduction project in Mexico and by dispersing wolves from the BRWRA. The reintroduction of Mexican wolves in Mexico which began with the initial release of five wolves in October, 2011 is expected to continue. The designated reintroduction areas (Chihuahua/Sonora) in Mexico extend north to within approximately 30 miles (48 km) south of the United States border at the Arizona/New Mexico state line. The distance from the most southern boundary of the BRWRA to Interstate-10 (I-10) is seven miles (12 km). Gray wolves are capable of dispersing > 500 miles (>800 km) (Fritts 1983, Boyd et al. 1995). The observed movement distance for dispersing wolves in the BRWRA population averaged 54 +/- 6 miles (87 km) (IFT 2005). Dispersal and natural re-colonization of areas of suitable habitat in Arizona and New Mexico south of I-10 to the international border with Mexico is possible both from reintroduced wolves in Mexico and from the BRWRA population of wolves if our proposal to allow wolves to disperse into the MWEPA from the BRWRA is finalized.

Dispersal and colonization of new areas is vital to establishing long-term population viability (Boyd and Pletscher 1999). Both the 3-Year (Paquet et al. 2001) and 5-Year Review (AMOC and IFT 2005) agree that removal of wolves for no other reason than being outside of the BRWRA "increases the cost of the

1 overall recovery program...(and) excludes habitat that could enhance recovery efforts and artificially
2 restricts natural dispersal” (AMOC and IFT 2005). An expansion of the MWEPA south to the
3 international border with Mexico would allow us to manage Mexican wolves in this area, regardless of
4 origin, under the experimental population 10(j) rule. The regulatory flexibility provided by our proposed
5 10(j) rule would allow us to take management actions within the MWEPA that will benefit wolf
6 reestablishment such as translocations on public lands and initial releases and translocations on private or
7 tribal lands if requested by the landowner or tribal government.

8 Under our proposed 10(j) rule Mexican wolves are to be classified in accordance with their location. All
9 Mexican wolves found within the MWEPA will be part of the experimental population, while those found
10 outside will be considered endangered. In accordance with the proposed rule, the Service intends to
11 capture and return experimental wolves outside of the MWEPA through a 10(a)(1)(A) permit. However,
12 at the point of establishment of the MWEPA, we do not expect a natural population of wolves to exist
13 outside of the BRWRA. Therefore, regardless of the configuration of the MWEPA, we will consider the
14 MWEPA to be wholly separate geographically from any natural Mexican wolf population. Any Mexican
15 wolf inside of the MWEPA would be considered experimental until such time as the Mexican wolf is
16 delisted. Any Mexican wolf outside of the MWEPA, even if that wolf was introduced as experimental,
17 would be considered as endangered. This “zone” approach, which ignores the origin of each Mexican
18 wolf and instead determines status by the wolf’s current location, is logical and appropriate because the
19 origin of an individual wolf is difficult to establish with any certainty. With this understanding of the rule
20 in mind, there cannot be overlap between endangered Mexican wolves and the experimental population
21 because the individual populations are clearly delineated until recovery is achieved. Indeed, we have
22 designed this “zone” approach to encourage interbreeding between the experimental population and
23 Mexico. Further, this “zone” approach is also fully consistent with the unavoidable fact that listed
24 species, particularly highly mobile animals like wolves, can “lose” or “gain” protections simply by
25 crossing geographical boundaries

26 Movement of the MWEPA boundary in Arizona and New Mexico south to the international border with
27 Mexico would add an area with 3,861 square miles (10,000 km²) of potential suitable wolf habitat to be
28 managed under the 10(j) experimental population rules. By including this area within the MWEPA we
29 expect to improve the effectiveness of our management both for Mexican wolves which may disperse into
30 the United States from Mexico and for wolves which may disperse from the core population of
31 reintroduced Mexican wolves in the BRWRA. Management actions such as translocations could
32 supplement natural dispersal. Other management actions, such as establishing management agreements
33 with private and tribal landowners could facilitate the expansion of occupied wolf habitat and the linkage
34 between pack territories necessary to improve the representation and the resiliency of the Mexican wolf
35 experimental population. If we do not extend the MWEPA south of its current boundary at I-10 we
36 would not allow Mexican wolves to naturally disperse into this area from the BRWRA. This boundary
37 extension combined with our proposal to allow wolves to naturally disperse into the MWEPA from the
38 BRWRA and the increased regulatory flexibility of our proposed 10(j) rule could substantially improve
39 our ability to achieve our reintroduction goal of establishing a viable, self-sustaining experimental
40 population of Mexican wolves within the MWEPA.

41 **1.3.1.4 Expansion of the Blue Range Wolf Recovery Area (BRWRA)**
42 **boundaries and elimination of the designation of the Primary**
43 **Recovery Zone (PRZ) and Secondary Recovery Zone (SRZ) within**
44 **the BRWRA**

45 **(Alternatives Two and Four):** *Expand the BRWRA to include any or all of the Sitgreaves National*
46 *Forest and the Payson, Pleasant Valley, and Tonto Basin Ranger Districts of the Tonto National Forests*
47 *in Arizona and the Magdalena Ranger District of the Cibola National Forest in New Mexico. As part of*

1 *this expansion we would eliminate the designation of the Primary and Secondary Recovery Zone within*
2 *the BRWRA.*

3 We propose to increase the size of the BRWRA in order to have more suitable, unoccupied wolf habitat
4 available on public lands both for the initial release of captive-raised wolves and for the translocation of
5 wolves captured pursuant to authorized management purposes. This expansion would incorporate
6 national forest lands largely contiguous to the boundaries of the existing BRWRA and the Fort Apache
7 Indian Reservation (FAIR). We have proposed eliminating the designation of the PRZ and SRZ within
8 the BRWRA because expansion of the BRWRA, together with the proposal to conduct initial release of
9 captive-raised wolves throughout the expanded BRWRA would obviate the need for this distinction.

10 The addition of all of the Sitgreaves National Forest and the Payson, Pleasant Valley, and Tonto Basin
11 Ranger Districts of the Tonto National Forests in Arizona and the Magdalena Ranger District of the
12 Cibola National Forest in New Mexico would add 5,300 square miles (13,727 km²) to the BRWRA.
13 Much of the potential suitable habitat in these national forests is in remote locations such as the Bear
14 Wallow and Escudilla Wilderness Areas in the Apache-Sitgreaves National Forests, the Sierra Ancha,
15 Salome, Hellgate, Mazatzal, Superstition, Four Peak and Salt River Canyon Wilderness Areas in the
16 Tonto National Forest, and the Apache-Kid and Withington Wilderness Areas in the Cibola National
17 Forest. Factors cited by researchers as important to the evaluation of the suitability of habitat for wolves
18 include those that reduce the potential for wolf-human conflict. The absence of roads, low human
19 population density and limited livestock grazing are habitat characteristics which increase the potential
20 for the successful reestablishment of wolves by decreasing the potential for human caused wolf mortality
21 (Mladenoff et al. 1995, Carroll et al. 2003, Oakleaf et al. 2006). Our experience indicates that naïve
22 wolves are more likely to be involved in nuisance behavior following initial release (AMOC and IFT
23 2005). Placement of wolves with no wild experience (“naïve wolves”) at approved release sites in
24 wilderness or other remote locations is intended to lessen the likelihood of wolf interaction with humans
25 or livestock during their initial post-release acclimation period. Experience in the Reintroduction Project
26 has also shown that naïve wolves are more likely to be successful when released at sites in areas that have
27 a relatively abundant prey base of elk, limited or no livestock calving in the area, and clear separation
28 from established wolf pack territories. Release success is defined as a wolf that ultimately breeds and
29 produces pups in the wild (Phillips et al. 2003, AMOC and IFT 2005).

30 The proposed addition of the Sitgreaves National Forest, the Payson, Pleasant Valley, and Tonto Basin
31 Ranger Districts of the Tonto National Forest and the Magdalena Ranger District of the Cibola National
32 Forest would result in a significant increase in available suitable unoccupied habitat in the BRWRA. This
33 increase, combined with the proposed management change to allow the initial release of captive-raised
34 wolves throughout the BRWRA, would provide us many more potential release sites than we have under
35 the current regulations which limit the release of naïve wolves to the 1171 square miles (3033 km²) PRZ.
36 The PRZ is approximately 16 percent of the entire BRWRA as currently configured and only nine percent
37 of the proposed expanded BRWRA. More potential release sites would provide significantly greater
38 management flexibility to select the optimal site for an initial release or a translocation with the goal to:
39 (1) maximize the probability of release success; (2) minimize the potential for wolf-human interaction,
40 and: (3) minimize depredation opportunities.

41 A greater number of successful initial releases resulting in higher levels of recruitment of Mexican wolves
42 from the captive population would be expected to improve the genetic composition of the experimental
43 population. The reintroduced experimental population of Mexican wolves in the BRWRA has poor
44 genetic variation with mean inbreeding levels that are 61 percent greater (0.1924 versus 0.1197) and
45 founder genome equivalents that are 33 percent lower (2 versus 3.01) than in the captive population (78
46 FR 35664, June 13, 2013). There is evidence of strong inbreeding depression in the reintroduced
47 population (Fredrickson et al. 2007) and computer simulations of the Blue Range population

1 incorporating the Mexican wolf pedigree suggest that this level of inbreeding depression may
2 substantially reduce the viability of the population (Carroll et al. in press; Fredrickson et al. in prep). A
3 larger and more viable wild population with greater gene diversity as a result of more animals having
4 been successfully recruited from the captive population will be more resilient and can be managed more
5 effectively in response to wolf-livestock conflict, nuisance behaviors, and mortality factors. Movement of
6 more captive wolves into the wild would also lessen restrictions on the growth of the captive breeding
7 population which, in the absence of additional holding facilities, is currently constrained by space
8 limitations (Siminski and Spevak 2012). Similarly, the ability to select optimal sites in a larger area for
9 the translocation of wolves with wild experience would help preclude the loss of genetically important
10 animals due to management actions and facilitate the establishment of pack territories in currently
11 unoccupied suitable habitat. Without an increase in the number of initial releases and without a better
12 release success rate the improvement in the genetic composition of the Mexican wolf experimental
13 population necessary to reverse the effects of inbreeding depression will not occur. The ability to select
14 the optimum release site from a greater number of suitable sites distributed over a larger area would give
15 us the management flexibility we require to expedite the movement of captive animals into the wild and
16 to improve the success rate for initial releases. A greater number of successful initial releases would
17 contribute to the population growth needed to ensure the resiliency and genetic health (representation)
18 that are necessary for the establishment of a viable, self-sustaining Mexican wolf population within the
19 Mexican Wolf Experimental Population Area.

20 **1.3.2 Management Changes**

21 We are proposing a number of management changes for implementation in a new Final 10(j) Rule in
22 order to correct regulatory restrictions on the experimental population, particularly as related to genetic
23 fitness (representation) and long-term adaptive potential (resiliency) of the population (Paquet et al.
24 2001, AMOC and IFT 2005, USFWS 2010).

25 **1.3.2.1 Initial releases of captive-raised Mexican wolves**

26 **Alternatives One through Four:** *Allow initial release of Mexican wolves from captivity to the wild*
27 *throughout the entire Blue Range Wolf Recovery Area (BRWRA). This change would eliminate the need*
28 *to define the Primary Recovery Zone (PRZ) and Secondary Recovery Zone (SRZ) within the BRWRA.*

29 We propose to conduct initial releases of captive-raised Mexican wolves throughout the BRWRA and to
30 eliminate the distinction between the PRZ and SRZ within the BRWRA. This change would provide us
31 the management flexibility to select the optimal release site in a larger area that maximizes the probability
32 of success for a given release. Because the entire BRWRA would be available for initial release of
33 captive-raised wolves the distinction of the Primary or secondary recovery zone would be made obsolete.

34 Our implementation of the 1998 Final Rule, which limits the initial release of captive-raised wolves to the
35 PRZ, a comparatively small subunit (16 percent) of the BRWRA, has resulted in a lack of management
36 flexibility over the course of the Reintroduction Project. Release sites in approximately half of the PRZ
37 are ranked among the lowest in overall suitability when compared to sites in the Gila and Aldo Leopold
38 Wilderness Areas in the SRZ which are currently available only for translocations (IFT 2009). The
39 southern half of the PRZ is situated below the Mogollon Rim where livestock are present year round and
40 deer, rather than elk, are the primary native prey species (USFWS 2000a). Although deer were expected
41 to be the primary native prey species utilized by wolves when the reintroduction project began
42 observation of reintroduced Mexican wolves suggest that elk is their preferred prey species and constitute
43 the majority of their diet (Paquet et al. 2001, AMOC and IFT 2005, Reed et al. 2006, Merkle et al. 2009).
44 Wolves are territorial and defend large areas from other wolves (Mech and Boitoni 2003). The
45 reintroduced wild population of wolves has established home ranges within the PRZ (USFWS 2011) and
46 the density of wolves in the Arizona portion of the BRWRA is greater than the New Mexico portion. As

1 a result suitable sites for the initial releases of captive-raised wolves in the PRZ have become increasing
2 difficult to identify. The number of captive-raised wolves released into the wild has significantly
3 decreased from the early years of the reintroduction project. When a large area of unoccupied suitable
4 habitat was available in the PRZ we were able to release from captivity 87 wolves in the seven years
5 from 1998 through 2004. In contrast only one wolf was released from captivity in the seven year period
6 from 2007 through 2012 (Table 1-1).

7 Factors cited by researchers as important to the evaluation of the suitability of habitat for wolves include
8 those that reduce the potential for wolf-human conflict. The absence of roads, low human population
9 density and limited livestock grazing are habitat characteristics which increase the potential for the
10 successful reestablishment of wolves by decreasing the potential for human caused wolf mortality
11 (Mladenoff et al. 1995, Carroll et al. 2003, Oakleaf et al. 2006). Our experience indicates that naïve
12 wolves are more likely to be involved in nuisance behavior following initial release (AMOC and IFT
13 2005). Placement of wolves with no wild experience (“naïve” wolves released from captivity) at
14 approved release sites in wilderness or other remote locations is intended to lessen the likelihood of wolf
15 interaction with humans or livestock during their initial post-release acclimation period. Experience in
16 the Reintroduction Project has also shown that naïve wolves are more likely to be successful when
17 released at sites in areas that have a relatively abundant prey base of elk, limited or no livestock calving in
18 the area, and clear separation from established wolf pack territories. Release success is defined as a wolf
19 that ultimately breeds and produces pups in the wild (Phillips et al. 2003, AMOC and IFT 2005).

20 Paquet et al. (2001) stated in the 3-Year Review that the small size of the PRZ was hindering rapid
21 establishment of the wild population and recommended that the Final Rule be modified to allow releases
22 in the SRZ. AMOC/IFT concluded in the 5-Year Review that the provision governing release of wolves
23 solely into the PRZ “restricts the pool of available release candidates, restricts release of wolves for
24 management purposes such as genetic augmentation, and causes public perception issues between the
25 states of Arizona and New Mexico, and thus is not sufficient to achieve the current population objective”
26 (AMOC and IFT 2005). The availability of more potential release sites throughout the entire BRWRA
27 would provide significantly greater management flexibility to select the optimal site for an initial release
28 with the goal to: (1) maximize the probability of release success; (2) minimize the potential for wolf-
29 human interaction, and: (3) minimize depredation incidents.

30 A greater number of successful initial releases resulting in higher levels of recruitment of Mexican wolves
31 from the captive population would be expected to improve the genetic composition of the experimental
32 population. The reintroduced experimental population of Mexican wolves in the BRWRA has poor
33 genetic variation with mean inbreeding levels that are 61 percent greater (0.1924 versus 0.1197) and
34 founder genome equivalents are 33 percent lower (2 versus 3.01) than in the captive population (78 FR
35 35664, June 13, 2013). There is evidence of strong inbreeding depression in the reintroduced population
36 (Fredrickson et al 2007) and computer simulations of the Blue Range population incorporating the
37 Mexican wolf pedigree suggest that this level of inbreeding depression may substantially reduce the
38 viability of the population (Carroll et al. in press; Fredrickson et al. in prep). A larger and more viable
39 wild population with greater gene diversity as a result of more animals having been successfully recruited
40 from the captive population will be more resilient and can be managed more effectively in response to
41 wolf-livestock conflict, nuisance behaviors, and mortality factors. Movement of more captive wolves into
42 the wild would also lessen restrictions on the growth of the captive breeding population which, in the
43 absence of additional holding facilities, is currently constrained by space limitations (Siminski and
44 Spevak 2012). Without an increase in the number of initial releases and without a better release success
45 rate the improvement in the genetic composition of the experimental population necessary to reverse the
46 effects of inbreeding depression will not occur.

Opening the entire BRWRA to the release of captive-raised wolves would allow us to select optimal release sites in remote locations such as the Gila and Aldo Leopold Wilderness Areas in the Gila National Forest. Combining this management change with the proposed expansion of the BRWRA to include the Sitgreaves National Forest and portions of the Tonto and Cibola National Forests would significantly increase the number of available potential release sites in remote locations, including the wilderness areas of these forests. The ability to select the optimum release site from a greater number of suitable sites distributed over a larger area would give us the management flexibility we require to expedite the movement of captive animals into the wild and to improve the success rate for initial releases. A greater number of successful initial releases would contribute to the population growth needed to ensure the resiliency and genetic health (representation) that are necessary for the establishment of a viable, self-sustaining Mexican wolf population within the Mexican Wolf Experimental Population Area.

1.3.2.2 Natural dispersal of wolves from the Blue Range Wolf Recovery Area (BRWRA) into the Mexican Wolf Experimental Population Area (MWEPA); Management of Mexican wolves in the MWEPA

Alternatives One through Four: *Allow Mexican wolves to disperse naturally from the BRWRA into the MWEPA and occupy the MWEPA.*

Manage Mexican wolves in the MWEPA by reducing conflicts with humans and land uses through such means as hazing, trapping, translocations, and removals.

We propose to change the regulations that address the dispersal and management of wolves within the MWEPA in order to better support natural wolf biology and behavior and thereby promote the natural growth of the experimental population of Mexican wolves. Under Alternatives One through Four we would implement management changes to allow Mexican wolves to naturally disperse from the BRWRA into the MWEPA and to occupy the MWEPA. We would not remove wolves on public or private land in the MWEPA except in the case of depredation or other nuisance behavior that cannot be effectively managed through non-removal techniques. We would capture and remove wolves on tribal land if requested by the tribal government. We would also capture and translocate wolves on Federal land pursuant to an authorized management purpose and, if requested by the private landowner or tribal government, we would conduct initial release of captive wolves on private or tribal land within the MWEPA.

Unless a wolf becomes a breeder within its natal pack it will disperse (Mech and Boitani 2003). Wolves naturally disperse from their natal pack in response to a variety of factors including food competition, mating opportunities, environmental disruptions, social aggression and/or pressures associated with pack dominance hierarchy (Boyd and Pletscher 1999, Mech and Boitani 2003). Wolves of both sexes disperse, some as young as 5 months of age while others may remain with the pack for up to 3 years or occasionally longer (Mech and Boitani 2003). The potential benefits of dispersal include increased reproductive success, decreased probability of inbreeding, release from intraspecific competition for resources and range expansion (Shields 1987, Boyd and Pletscher 1999). Successful dispersing wolves are those that find a mate and either usurp (take from another wolf), carve out (from an existing territorial mosaic), or find an unoccupied (by other wolves) area with adequate food resources to establish a territory (Mech and Boitani 2003). Wolves are highly territorial and dispersal from established packs drives the colonization or recolonization of areas unoccupied by breeding wolves (Fritts and Mech 1981, Boyd and Pletscher 1999, Mech and Boitani 2003). Dispersal and colonization/recolonization of unoccupied habitat expands the species' range (Mech and Boitani 2003) and dispersal behavior is vital to establishing long-term population viability (Boyd and Pletscher 1999). Neighboring wolf packs tend to be genetically related but infrequent (once per generation) immigration of dispersers from another population can result in a degree of genetic mixing between unrelated wolves (Mech and Boitani 2003).

Under the 1998 Final Rule Mexican wolves are not allowed to disperse to establish territories outside of the BRWRA. Wolves are captured and removed from the MWEPA regardless of whether they have been engaged in depredation incidents or nuisance behavior. Our 5-Year Review of the Mexican Wolf Blue Range Reintroduction Project found that removal of wolves for no other cause than being outside the BRWRA:

- increases the cost of the overall recovery program;
- fosters the erroneous perception that all wolves can be contained within artificial boundaries
- is in direct conflict with management philosophies employed by the USFWS on other wolf reintroduction and recovery projects;
- excludes habitat that could enhance recovery efforts, and;
- Artificially restricts natural dispersal (AMOC and IFT 2005).

Our proposals to: (1) allow natural dispersal from the BRWRA into the MWEPA; (2) conduct management removals only in the case of depredation or other nuisance behavior that cannot be effectively managed through non-removal techniques or if requested by tribal government, and; (3) conduct translocations on public land within the MWEPA with the option to translocate or release wolves directly from captivity on tribal or private land when requested by the landowner, provides us the increased management flexibility to allow the reintroduced wild population of Mexican wolves to expand both numerically and spatially. A population that is larger and more widely dispersed across a broader landscape is more resilient to stochastic demographic and environmental events as well as human caused mortality. These proposed management changes would remove artificial constraints on the natural growth of the Mexican wolf population. We consider natural population growth fostered by dispersal and recolonization of areas of suitable habitat outside of the BRWRA and augmented by assisted growth from translocations and initial releases necessary for the establishment of a viable, self-sustaining Mexican wolf experimental population within the MWEPA.

1.3.2.3 Modification to the provisions for take (see the definition of “take” provided in the List of Definitions) of a Mexican wolf within the Mexican Wolf Experimental Population Area (MWEPA; see Appendix B. Proposed Rule)

Alternatives One through Four:

Identify section 6 of the Act as authorizing language for take pursuant to 50 CFR 17.31 for state wildlife agencies with authority to manage Mexican wolves under the nonessential experimental population rule.

Clarify that an individual can be authorized to take Mexican wolves under specific circumstances.

Clarify allowable take for Federal agencies and authorized personnel.

Revise the conditions that determine when we would issue a permit to livestock owners or their agents to allow take of Mexican wolves that are engaged in the act of killing, wounding or biting livestock on public lands allotted for grazing from “6 breeding pairs” to “100 Mexican wolves” to be consistent with our population objective of establishing a population of at least 100 wolves.

Revise the prohibitions for take such that taking a Mexican wolf with a trap, snare, or other type of capture device within occupied Mexican wolf range is prohibited and will not be considered unavoidable or unintentional take, unless due care was exercised to avoid injury or death to a Mexican wolf.

Alternative Four:

1 *Include provisions for take by pet owners of any Mexican wolf engaged in the act of killing, wounding, or*
2 *biting pets on private or tribal land anywhere within the MWEPA; provided that evidence of a freshly*
3 *wounded or killed pet by wolves is present.*

4 *Include provisions for the issuance of permits on private or tribal land anywhere within the MWEPA to*
5 *allow livestock owners or their agents to take any Mexican wolf that is present on private or tribal land*
6 *and what conditions must be met before such a permit is issued.*

7 Alternatives One through Four include five proposed technical corrections to the language of the 1998
8 Final Rule which are consistent with current wolf management practices. Alternative Four contains two
9 additional proposals that would modify the directives established under the 1998 Final Rule for the take
10 of Mexican wolves that are in the experimental population. We intend to modify the directives that
11 address the provisions for the take of Mexican wolves in the experimental population in order to provide
12 clarity and consistency in our take determinations, to anticipate Mexican wolf populations that are larger
13 and more robust and to decrease human intolerance of wolves. Some form of wolf management is usually
14 necessary when wolves prey on livestock or engage in other nuisance behavior (Fritts et al. 2003).
15 Accordingly we recognize that wolf control is a necessary component of wolf recovery. Clear guidelines
16 governing authorized wolf control actions improve the ability of agencies to manage wolves by defining
17 the management response to depredation incidents and nuisance behavior. Clear guidelines can also help
18 reduce human animosity and illegal take, which may occur in the absence of effective control measures
19 (Mech 1995).

20 Wolf management in response to depredations and nuisance behavior can take several forms including
21 harassment, capture and removal or lethal control. Removal of wolves to address conflicts with livestock
22 (depredation incidents) or humans (nuisance) is an essential component of reintroduction efforts (AMOC
23 and IFT 2005). Lethal control is still usually the only practical course under most conditions that involve
24 larger populations of wolves (Mech 1995). Recognizing the need for landowners to have the ability to
25 protect their pets and livestock under certain specific circumstances we propose in Alternative Four to
26 include in the new 10(j) rule provisions for the take of wolves actually engaged in the act of killing,
27 wounding, or biting pets and for the issuance of conditions based permits to allow livestock owners or
28 their agents to take any wolf that is present on private or tribal land anywhere within the MWEPA. The
29 conditions would include: minimum population size or population trend of Mexican wolves present in the
30 MWEPA or other established populations based on the most recently reported population count; other
31 relevant measures of population status such as genetic diversity; documentation by the Service or our
32 authorized agent of previous loss or injury of livestock on the private or tribal land, caused by wolves;
33 implementation of agency efforts to resolve the problem and determination that conflict is likely to
34 continue; and enactment of this provision by a formal statement from the Service.

35 The overarching objective of the reintroduction project is to achieve an appropriate balance between
36 enabling wolf population growth and minimizing nuisance and depredation impacts on local stakeholders
37 (AMOC and IFT 2005). While wolf control undertaken by government agency is the primary tool we use
38 to manage problem wolves, control by landowners or their agents is an essential element to the ultimate
39 success of the project. Aversive and preventative non-lethal techniques include: the use of fladry and
40 hazing; the use of non-lethal projectiles; carcass disposal management; livestock husbandry assistance;
41 the use of calving pastures, and; purchase of feed/hay to reduce the risk of depredation. Lethal take by
42 landowners, livestock and pet owners or their agents under specific limited circumstances provides
43 another measure that is considered a necessary form of wolf control. Authorization of these techniques
44 along with a pro-active and effective response by the Service to reports of depredation incidents or
45 nuisance behavior builds trust and cooperation with the reintroduction project and greater social tolerance
46 for wolves by the affected community (Bangs et al. 1998, Mech 1995, Fritz et al. 2003). Improved local
47 acceptance for wolf reintroduction by landowners and the public would be expected to reduce the number

of illegal shootings, which are the highest percentage of Mexican wolf mortalities (Figure 1-22, Figure 1-23). We expect that modifying the provisions governing the take of Mexican wolves will reduce the likelihood of indiscriminate, illegal killing of wolves and will substantially lessen the overall risk of human caused wolf mortality. Reduced human caused mortality, would substantially contribute to the higher population growth rate necessary for the establishment of a viable, self-sustaining Mexican wolf experimental population.

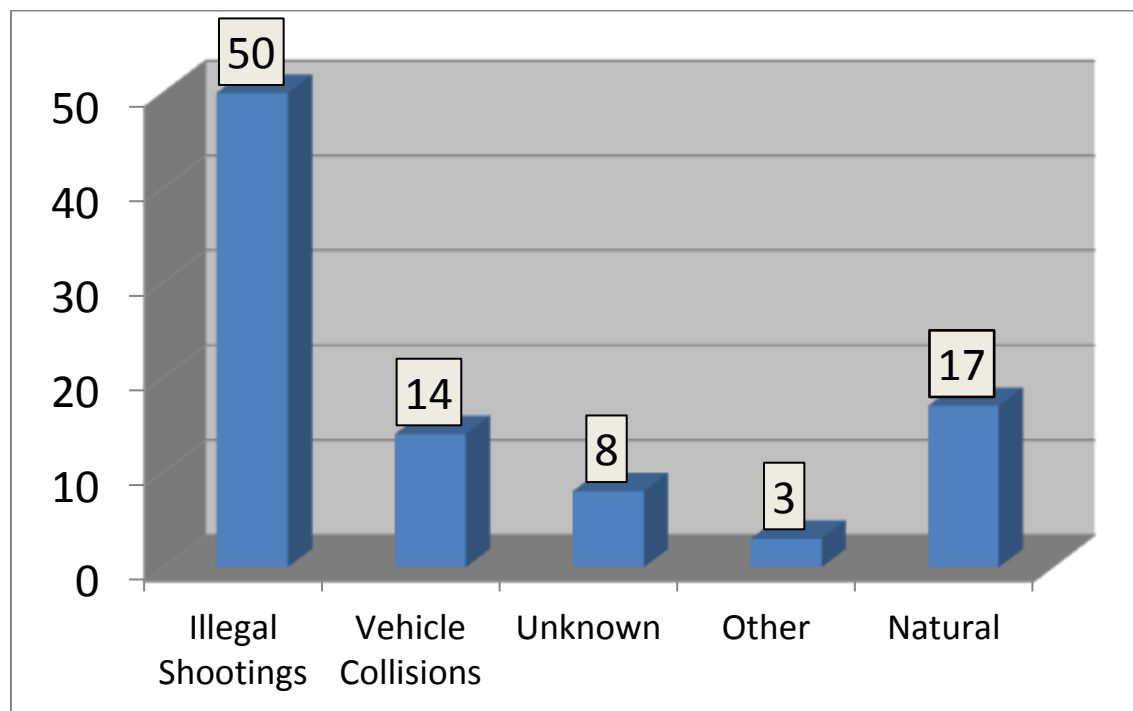


Figure 1-22. Mexican wolf mortalities (1998-2012)



Figure 1-23. Illegally killed Mexican wolf with a collar (Credit: U.S. Fish and Wildlife Service)

1 **1.3.3 Develop and implement management actions on private land within the**
2 **Mexican Wolf Experimental Population Area (MWEPA) by the Service or**
3 **an authorized agency to benefit Mexican wolf recovery in voluntary**
4 **cooperation with private landowners**

5 **Alternatives One through Four:** *Develop and implement management actions on private land within*
6 *the MWEPA by the Service or an authorized agency to benefit Mexican wolf recovery in voluntary*
7 *cooperation with private landowners, including but not limited to initial release and translocation of*
8 *wolves if requested by the landowner. Wolves present on private lands within the MWEPA would not be*
9 *subject to management removal except in the case of depredation or other nuisance behavior that cannot*
10 *be effectively managed through non-removal techniques.*

11 We propose to enter into agreements for the management of wolves on private land within the MWEPA
12 in order to engage willing landowners as partners in actions to benefit the expanded reintroduction of
13 wolves. The 1998 Final Rule did not contain this provision because Mexican wolves were not allowed to
14 inhabit the MWEPA outside of the Blue Range Wolf Recovery Area (BRWRA). Agreements with
15 private landowners would be intended to; build trust and cooperation between private landowners and the
16 Service; minimize wolf management removals; forestall illegal human caused mortalities; and, increase
17 social tolerance for wolves. Although public lands provide the majority of potential suitable habitat for
18 wolves within the MWEPA there are also large tracts of private land that contain habitat that could
19 support wolves. Except in cases of depredation incidents and nuisance behavior we do not intend to
20 remove wolves found on private land within the MWEPA. We propose to allow wolves to naturally
21 disperse from the BRWRA into the MWEPA and to translocate wolves within the MWEPA as needed
22 pursuant to an authorized management purpose. If we implement these proposals management
23 agreements with private landowners would be important not only to benefit wolf reintroduction but to
24 also establish protocols and procedures to minimize or preclude depredation incidents and nuisance
25 behavior. Agreements with landowners who have private landholdings containing suitable habitat
26 adjacent to large tracts of national forest or BLM controlled land are expected to be particularly
27 important. Management agreements can specify pro-active management actions (i.e., livestock husbandry
28 techniques, carcass removal, hazing, and provision of range riders) that may serve to preclude and/or
29 minimize wolf depredation or nuisance behavior and benefit both the landowner and the Service's wolf
30 recovery efforts. For these reasons agreements with private landowners to implement management
31 actions for Mexican wolves are intended to: (1) build trust and cooperation between private landowners
32 and the Service; (2) minimize wolf management removals; (3) forestall illegal human caused mortalities;
33 and, (4) increase social tolerance for wolves. All of these outcomes would be expected to substantially
34 contribute to the achievement of our objective to establish a viable, self-sustaining experimental
35 population of Mexican wolves within the MWEPA.

36 **1.3.4 Develop and implement management actions on tribal land within the**
37 **Mexican Wolf Experimental Population Area (MWEPA) by the Service or**
38 **an authorized agency in voluntary cooperation with tribal governments**

39 **Alternatives One through Four:** *Develop and implement management actions on tribal land within the*
40 *MWEPA by the Service or an authorized agency in voluntary cooperation with tribal governments*
41 *including but not limited to initial release, translocation, capture, and removal of Mexican wolves if*
42 *requested by the tribal government.*

43 The Service acknowledges the trust responsibility and treaty obligations of the United States toward
44 Indian tribes and tribal members and its government-to-government relationship with tribes in order to
45 achieve the common goal of promoting and protecting the health of ecosystems, as defined by Secretarial
46 Order 3206 *American Indian Tribal Rights, Federal-Tribal Trust Responsibilities* (June 5, 1997).

Pursuant to Secretarial Order 3206, we recognize, respect, and shall consider the value that tribal traditional knowledge provides to federal land management decision making processes. In accordance with this order we will continue to manage any Mexican wolf present within the MWEPA under the guidance contained in section (k)(10) the 1998 Final Rule so that; "If any wolves move onto tribal reservation land outside the designated recovery area(s), but within the Mexican Wolf Experimental Population Area, the Service, or an authorized agency, will develop management actions in cooperation with the tribal government including capture and removal of the wolf or wolves if requested by the tribal government." We would seek to continue the cooperative agreement entered into in 2000 with the White Mountain Apache Tribe to allow wolves to occupy the Fort Apache Indian Reservation and, because we now propose to allow wolves to naturally disperse from the BRWRA, we would seek to enter into cooperative agreements for the management of wolves with other tribes within the MWEPA. These cooperative agreements would be subject to successive renewal, in which the Tribe has the option of allowing or prohibiting wolf re-establishment, whether through natural dispersion, initial release from captivity, or translocation, on recognized tribal lands or reservations.

With cooperative management agreements in place tribal lands could provide a substantial contribution to the achievement of our reintroduction population goals. These agreements can specify pro-active management actions (i.e., livestock husbandry techniques, carcass removal, hazing, and provision of range riders) that may serve to preclude and/or minimize wolf depredation or nuisance behavior and benefit both the tribal government and the Service's wolf recovery efforts. For these reasons cooperative agreements with tribal governments to implement management actions for Mexican wolves are intended to: (1) build trust and cooperation between private landowners and the Service; (2) minimize wolf management removals; (3) forestall illegal human caused mortalities; and, (4) increase social tolerance for wolves. All of these outcomes would be expected to substantially contribute to the achievement of our objective to establish a viable, self-sustaining experimental population of Mexican wolves within the MWEPA.

1.3.5 Implementation of a management plan (*Mexican Wolf Management Plan*) for the Mexican wolf for those portions of Arizona and New Mexico outside of in the Mexican Wolf Experimental Population Area (MWEPA).

Alternatives One through Four: *Implement a management plan (Mexican Wolf Management Plan) for the Mexican wolf for those portions of Arizona and New Mexico outside of the MWEPA. Under Alternatives One and Two the proposed management plan would be implemented for those areas of Arizona and New Mexico north of Interstate 40 and south of Interstate 10. Under Alternatives Three and Four the proposed management plan would be implemented only for the area of Arizona and New Mexico north of Interstate 40.*

We propose to implement a management plan for Mexican wolves that disperse from Mexico into those portions of Arizona and New Mexico outside of the MWEPA where they are listed as an endangered species. The intent of the management plan is to describe our strategy to conserve and promote the recovery of the Mexican wolf while responding to reports of depredation and wolf-human/wolf-livestock interaction in a timely, professional, consistent and effective manner.

Dispersal and natural re-colonization of areas of suitable habitat in southern Arizona and New Mexico (south of Interstate Highway 10) are possible if the Mexican government succeeds in establishing populations of Mexican wolves in their planned reintroduction areas. The designated reintroduction area (Chihuahua/Sonora) in Mexico where the initial release of five wolves occurred in October, 2011, extends north to within approximately 30 miles (48 km) south of the United States border at the Arizona/New Mexico state line. Dispersal and natural re-colonization of areas of suitable habitat in northern Arizona

1 and New Mexico (north of Interstate Highway 40) from a reintroduced population of Mexican wolves in
2 Mexico is considered possible but less likely to occur. We propose to implement the *Mexican Wolf*
3 *Management Plan*, in collaboration with Federal, State, and Tribal Partners through an ESA Section 10
4 (a) (1) (A) research and recovery permit and the provision of Federal funding. The actions specified in
5 the management plan and the Federal funding that would be provided to state partner agencies are
6 considered supplemental to management activities already authorized and funded under 50 C.F.R. 17.21
7 C (5) and Cooperative Agreements with the states of Arizona and New Mexico. The purpose of the
8 management plan is to:

- 9 • Conserve Mexican wolves that have naturally dispersed from Mexico into the United States and inhabit
10 parts of Arizona and New Mexico outside of the MWEPA;
- 11 • enhance the recovery of Mexican wolves in suitable portions of their historical range;
- 12 • provide uniform interagency management guidelines for determining appropriate management actions
13 that contribute to the recovery of the Mexican wolf in Arizona and New Mexico;
- 14 • guide managers in making prompt and reasonable decisions on Mexican wolf management by
15 integrating wolf recovery objectives with other land uses and values;
- 16 • provide the interagency management guidelines necessary to respond to reports of wolf-human and
17 wolf-livestock interactions, thereby mitigating potential conflict;
- 18 • fund state, tribal and Federal agency partners programs that assist and collaborate in the management
19 activities necessary to enhance the survival and propagation of the Mexican wolf in Arizona and New
20 Mexico, and;
- 21 • Address local and landowner concerns associated with natural wolf recolonization by demonstrating
22 that the Service and our partners are able to act quickly to manage wolves and resolve conflicts with
23 humans.

24 Under the provisions of the management plan we intend to manage Mexican wolves in those portions of
25 Arizona and New Mexico outside of the MWEPA in a manner that:

- 26 • Takes proactive measures to prevent livestock depredation incidents and inappropriate wolf-human
27 interactions and to responds to reports of those events, should they occur, in a timely, professional
28 manner.
- 29 • reduces conflicts between wolves and human concerns, recognizing this as a key component to
30 successful wolf recovery in Arizona and New Mexico;
- 31 • reduces state and local opposition to the establishment of wolf populations, and;
- 32 • Reduces the likelihood of indiscriminate, illegal killing of wolves and substantially lessens the overall
33 risk of wolf mortality.

34 The proposed *Mexican Wolf Management Plan* provides us a greater range of options under section 10
35 (a)(1)(A) of the ESA to prevent or respond to reports of livestock depredation incidents or nuisance
36 behavior. Without an approved management plan for Mexican wolves outside of the MWEPA a 10(a)(1)
37 (A) permit authorizing actions such as harassment or capture and translocation of problem wolves cannot
38 be issued. Without management of problem wolves, human tolerance for all wolves, including the
39 majority that does not depredate on livestock, decreases (Mech 1995). Implementation of the
40 management plan through a 10(a)(1)(A) permit and the provision of federal funding to partner (state and
41 tribal agencies) is intended to reduce human animosity and illegal actions towards the wolf population
42 and to adequately monitor and manage human-caused mortality. Effective management of Mexican

wolves in those areas of Arizona and New Mexico outside of the MWEPA is expected to conserve and promote their survival while being responsive to reports of depredation incidents and nuisance behavior.



Figure 1-24. Mexican Wolf in the Blue Range Wolf Recovery Area (Credit: Mexican Wolf Interagency Field Team)

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12 DESCRIPTION OF PROPOSED ACTION AND ALTERNATIVES

The National Environmental Policy Act (NEPA) and Council on Environmental Quality (CEQ) implementing regulations (40 CFR 1502.14) provide guidance to Federal agencies on the consideration of alternatives in an Environmental Impact Statement (EIS). In accordance with this guidance the range of alternatives considered should include reasonable alternatives, which must be rigorously and objectively explored, as well as other alternatives that are eliminated from detailed study. To be “reasonable,” an alternative must satisfy the stated purpose of, and need for, the Proposed Action and should be technically and economically feasible. The No Action Alternative serves as a baseline, or representative “status quo”. The purpose of including a No Action Alternative in an environmental impact analysis is to ensure that agencies compare the potential impacts of the proposed Federal action to the known impacts of maintaining the status quo.

This chapter presents the Proposed Action and alternatives that we brought forward for further analysis, the alternatives we eliminated from further study, and discusses the criteria we used to make those decisions. We have developed a range of alternatives, including the Proposed Action and No Action alternative, for our proposal to: (1) modify the geographic boundaries established for the Mexican wolf reintroduction in the 1998 Final Rule; (2) modify the management regulations established in the 1998 Final Rule which govern the release, translocation, natural dispersal, and take (see the definition of “take” provided in the List of Definitions) of Mexican wolves, and; (3) implement a management plan for Mexican wolves for those areas of Arizona and New Mexico that are outside of the Mexican Wolf Experimental Population Area (MWEPA). These actions would be implemented through a Final Nonessential Experimental Rule (see Appendix B for the proposed rule), an Endangered Species Act (ESA) Section 10 (a)(1)(a) research and recovery permit, and/or provisions for federal funding.

NEPA regulations require that the Federal action proponent study methods to mitigate adverse environmental impacts which may result from going forward with the Proposed Action or an alternative (40 C.F.R. § 35 1502.16). Additionally, an EIS is required to include study of appropriate mitigation measures not already included in the Proposed Action or alternatives (40 C.F.R. § 1502.14 [h]). The alternatives we consider in this EIS include mitigation measures intended to reduce the environmental effects that could occur from their implementation.

292.1 ALTERNATIVE SELECTION CRITERIA

The alternatives we selected for further consideration and evaluation were developed based on the experience and information we have gained since we began the reintroduction of Mexican wolves in the United States in 1998, the recommendations of our three and five year program reviews (Paquet et al. 2001, AMOC and IFT 2005) and our 2010 Conservation Assessment (USFWS 2010). We also used input received from the public and partner agencies during scoping (Appendix G). We used the following criteria to evaluate whether an alternative under consideration meets the purpose of, and need for, the Proposed Action:

- Contributes to improving the resiliency of the experimental population of Mexican wolves.
- Contributes to improving the representation and genetic health of the experimental population of Mexican wolves.
- Is necessary for, and/or contributes to, reaching our population objective to establish a viable, self-sustaining experimental population of Mexican wolves as defined in the 1982 Mexican Wolf Recovery Plan.
- Provides increased management flexibility to the Service in decisions related to the release, translocation, take and removal of Mexican wolves.

- Accommodates natural dispersal behavior and facilitates the colonization of new areas of suitable habitat.
- Improves the effectiveness of the Reintroduction Project in implementing actions that contribute to the establishment of a viable, self-sustaining wild population of Mexican wolves as defined in the 1982 Mexican Wolf Recovery Plan.
- Facilitates the interagency cooperation necessary to successfully manage and enhance Mexican wolf recovery throughout the states of Arizona and New Mexico.
- Promotes management actions for Mexican wolves that have dispersed into the United States from Mexico into those areas of Arizona and New Mexico outside of the Mexican Wolf Experimental Population Area (MWEPA) that are intended to conserve and promote their survival while being responsive to reports of depredation incidents and nuisance behavior.
- Implementation is expected to be achievable within a reasonable time frame supportive of the Reintroduction Project goal of the establishment of a viable, self-sustaining experimental population of Mexican wolves that will serve as the “first step” toward recovery of the Mexican wolf in the wild.

We rejected alternatives that would not:

- Maximize the potential for successful establishment of new wolf packs in wilderness areas or other areas that have limited or no livestock grazing and minimal human use.
- Minimize or mitigate the potential for wolf-human interactions.
- Minimize or mitigate the potential for wolf depredation incidents.
- More rapidly increase the total number of wolves in the experimental population.
- Improve the recruitment of captive-raised wolves into the experimental population.

2.2 ALTERNATIVES ELIMINATED FROM FURTHER CONSIDERATION

We evaluated a number of alternatives for the specific components (Boundary Changes, Management Changes, and Implementation of a Management Plan) of our Proposed Action. The alternatives identified in this section were eliminated from further consideration because, after careful review of each in light of the identified criteria, we determined that either they were not technically feasible or they were not necessary to meet the purpose and need for the Proposed Action.

2.2.1 Boundary Changes

- **Expand the Primary Recovery Zone (PRZ) boundaries within only the Apache National Forest in Arizona.** This alternative would expand the boundaries of the existing PRZ to incorporate more land within the Apache National Forest in Arizona with additional initial release sites suitable for captive raised wolves. The PRZ is currently bounded on the north by the Apache-Greenlee County line; on the east by the Arizona-New Mexico State line; on the south by the San Francisco River (eastern half) and the southern boundary of the Apache National Forest (western half; and on the west by the Greenlee-Graham County line (San Carlos Apache Reservation boundary (Figure 1-5). Expansion of the PRZ boundaries is feasible where the additional land to be incorporated is within the National Forest. However, the release sites within these areas have been evaluated and scored poorly in overall suitability based on the specific site selection criteria (USFWS 2009). Potential additional release sites in this part of the Apache National Forest in Arizona are constrained by the presence of already established wolf pack territories, proximity to Blue Range Wolf Recovery Area (BRWRA) boundaries, and/or the proximity to livestock and/or humans. Use of this part of the Forest for the

1 initial of Mexican wolves would not maximize the potential for successful establishment of new wolf
2 packs in wilderness areas or other areas that have limited or no livestock grazing and minimal human
3 use. Nor would release at sites within these districts minimize or mitigate the potential for wolf-
4 human interactions. For these reasons we rejected this alternative because it did not satisfactorily
5 meet the established selection criteria and therefore does not meet the purpose and need for the
6 Proposed Action.

- 7 • **Expand the BRWRA to include all of the Tonto National Forest.** This alternative would expand
8 the boundaries of the existing BRWRA to include all of the Tonto National Forest in Arizona.
9 Inclusion of the whole Forest would add an additional 4,489 square miles (11,627 km² to the
10 BRWRA. The Tonto National Forest spans a range of ecosystems from the Sonoran Desert through a
11 variety of chaparral and piñon pine/juniper up to the mixed conifer and ponderosa pine of the
12 Mogollon Rim. The majority of quality wolf habitat and designated wilderness areas are within the
13 Payson, Pleasant Valley, and Tonto Basin Ranger Districts which are on the north and eastern edges
14 of the Forest. The Cave Creek, Globe and Mesa Ranger Districts of the Forest are on the west and
15 southern edges of the Forest where Sonoran desert and chaparral vegetation types are predominant.
16 These ranger districts support a number of locations where the public has found motorized
17 recreational use most enjoyable due to the proximity to the metropolitan Phoenix area and the varied
18 desert terrain. Highly concentrated motorized use occurs at these locations and prohibitions on cross-
19 country travel are difficult to enforce (USFS 2012). Expanding the BRWRA to include the use of the
20 Cave Creek, Globe and Mesa Ranger Districts of the Tonto National Forest for the initial of Mexican
21 wolves would not maximize the potential for successful establishment of new wolf packs in
22 wilderness areas or other areas that have limited or no livestock grazing and minimal human use. Nor
23 would release at sites within these districts minimize the potential for wolf-human interactions. For
24 these reasons we rejected this alternative because it did not satisfactorily meet the established
25 selection criteria and therefore does not meet the purpose and need for the Proposed Action.

- 26 • **Expand the BRWRA to include the Fort Apache Indian Reservation (FAIR) of the White**
27 **Mountain Apache Tribe (WMAT).** In 2000 the WMAT entered a cooperative agreement with the
28 Service to allow wolves to occupy its Tribal land. This cooperative agreement is subject to
29 successive renewal, in which the Tribe has the option of allowing or prohibiting wolf re-establishment
30 on the Fort Apache Indian Reservation (FAIR). In 2003, a pair of adult wolves, with previous wild
31 experience (e.g., translocations), and four dependent pups without wild experience (e.g., initial
32 released animals) were released on the FAIR. Subsequently in 2005 a single female wolf was
33 translocated to the FAIR; however, a routine program of initial releases and/or translocations onto the
34 FAIR has not been established. Under our Proposed Action we would seek to continue the
35 cooperative agreement entered into in 2000 with the WMAT to allow wolves to occupy the FAIR and
36 we would conduct initial releases and translocations on the FAIR subject to WMAT approval.
37 However, we do not consider it feasible to include the WMAT as part of the BRWRA because the
38 FAIR is not land under Federal control. The WMAT maintains its own Mexican wolf management
39 program and, under the Tribe's sovereign authority, has the option of allowing Mexican wolves that
40 enter the Reservation to either remain or be removed. Continued occupancy of wolves on the FAIR is
41 dependent upon tribal agreement. Therefore, we do not consider that an expansion of the BRWRA to
42 include the FAIR would provide the Service the necessary increased flexibility for management of the
43 Reintroduction Project in decisions related to initial release of captive-raised wolves, translocation of
44 wolves, natural dispersal of wolves, take of wolves, and management removals. For this reason this
45 alternative does not satisfactorily meet the established selection criteria and therefore does not meet
46 the purpose and need for the Proposed Action.

- 1 • **Establish a new Wolf Recovery Area for the reintroduction of Mexican wolves within the**
2 **Lincoln National Forest in New Mexico.** The 1,698 square mile (4398.9 km²) Lincoln National
3 Forest in south-eastern New Mexico lies within the Mexican wolf's probable historical range and
4 contains portions of four mountain ranges that provide potential suitable habitat for wolves. Mule
5 deer and elk are abundant in the Forest and the Capitan Mountains and White Mountain Wilderness
6 Areas provide protected primitive areas with no roads, low human usage, and limited livestock
7 grazing that could provide optimal initial release and translocation sites. The establishment of a wolf
8 recovery area where we would conduct initial release of captive-raised wolves in the Lincoln National
9 Forest, combined with the proposed management change to allow wolves to naturally disperse from
10 the BRWRA into the surrounding Mexican Wolf Experimental Population Area (MWEPA) could
11 lead to the establishment of packs of Mexican wolves in areas of suitable habitat in the Sacramento,
12 Capitan, Guadalupe and Sierra Blanca Mountains. Our proposal to conduct translocations within the
13 MWEPA and/or direct initial release of captive-raised wolves under agreements with tribal or private
14 landowners could also serve as an adjunct to natural dispersal, translocation and initial release of
15 wolves into the national forest.

16 Consideration of the Lincoln National Forest as a wolf recovery area for the initial release of captive-
17 raised Mexican wolves must also take into account that the Forest is managed for multiple uses
18 including recreation, grazing and timber operations (USFS 1986). With the exception of the White
19 Mountains Wilderness Area all of the Forest is subject to grazing and timber harvest. Numerous
20 private in-holdings are scattered throughout the Forest and the Mescalero Apache Indian Reservation,
21 which bisects the Smokey Bear and Sacramento Mountains Ranger Districts, runs cattle operations,
22 the Ski Apache ski resort and the Inn of the Mountain Gods Resort Casino. Because suitable habitat
23 and natural ungulate prey is available wolves could naturally disperse from the BRWRA to recolonize
24 portions of the Lincoln National Forest. However, no large blocks of potential suitable habitat are
25 available to support the establishment of territories by recolonizing wolves in between the mountains
26 of the BRWRA and the Lincoln National Forest. Instead, we would expect any wolf packs that were
27 to become established in the Lincoln National Forest to be semi-disjunctive with linkage to the
28 Mexican wolves in the BRWRA maintained by dispersal across the Rio Grande River valley and
29 White Sands Missile Range

30 Because of the bisected nature of the two ranger districts, numerous private in-holdings and
31 significant grazing and logging operations the establishment of a wolf recovery area in the Lincoln
32 National Forest for the initial release of captive-raised Mexican wolves would neither maximize the
33 potential for successful establishment of new wolf packs in wilderness areas or other areas that have
34 limited or no livestock grazing and minimal human use nor minimize the potential for wolf-human
35 interactions. Additionally, because of the expected semi-disjunctive relationship of any packs of
36 Mexican wolves established in the Lincoln to the wolves established in the BRWRA we do not
37 consider its designation as a wolf recovery area necessary to achieve our reintroduction project goal
38 of establishing a viable, self-sustaining experimental population within the MWEPA. For these
39 reasons we rejected this alternative because it did not satisfactorily meet the established selection
40 criteria and is not necessary to meet the purpose and need for the Proposed Action.

- 41 • **Expand the MWEPA to include the area in Arizona and New Mexico north of Interstate-40 to**
42 **the state boundary with Utah and Colorado.**

43 A MWEPA extended north to the state boundaries with Utah and Colorado would contain core areas
44 of suitable wolf habitat that encompass the Grand Canyon and large areas of adjacent public lands in
45 northern Arizona. In northern New Mexico large areas of potential suitable habitat in national forest
46 lands adjacent to private lands with conservation management would be included (Carroll et al.

2006). Within the Colorado Plateau ecoregion, which extends south into northern Arizona and New Mexico, the primary wild ungulate prey species available to support dispersing and/or recolonizing wolves are elk (*Cervus elaphus*) and mule deer (*Odocoileus hemionus*). The largest elk herds in North America are found here and deer and elk are sympatric throughout much of the region (Watkins et al. 2007). The counties in the northern part of Arizona and New Mexico (north of I-40) are primarily rural, with few incorporated municipalities and, with the exception of Colfax County, New Mexico, all have a large proportion of land under Federal or tribal control. Movement of the MWEPA boundary in Arizona and New Mexico north to the state border with Utah and Colorado would add an area with 30,973 square miles (80,219 km²) of potential suitable wolf habitat to be managed under the 10(j) experimental population rules. The areas in northern Arizona and New Mexico with potential suitable habitat that could support naturally dispersing and recolonizing wolves can be found within:

- The Santa Fe and Carson National Forests and areas adjacent to the forests including private land protected under conservation easement and tribal land managed as wilderness (New Mexico).
- Public lands within the Kaibab and Coconino plateaus and the Arizona Strip in northwest Arizona, including portions of Grand Canyon National Park, Kaibab National Forest, Coconino National Forest, Vermilion Cliffs National Monument, and Grand Canyon-Parashant National Monument (Arizona).
- The Chuska, Lukachukai, Carrizo, and Ceboletta mountain ranges, and other areas of montane woodlands and mountainous terrain in north-central Arizona and New Mexico (Arizona and New Mexico) (Carroll et al. 2006) (Figure 2-1)
- Tribal lands including the Navajo, Hualapai, Havasupai, and Kaibab Reservations in Arizona and the Jicarilla Apache and Taos Pueblo Indian Reservations in New Mexico.

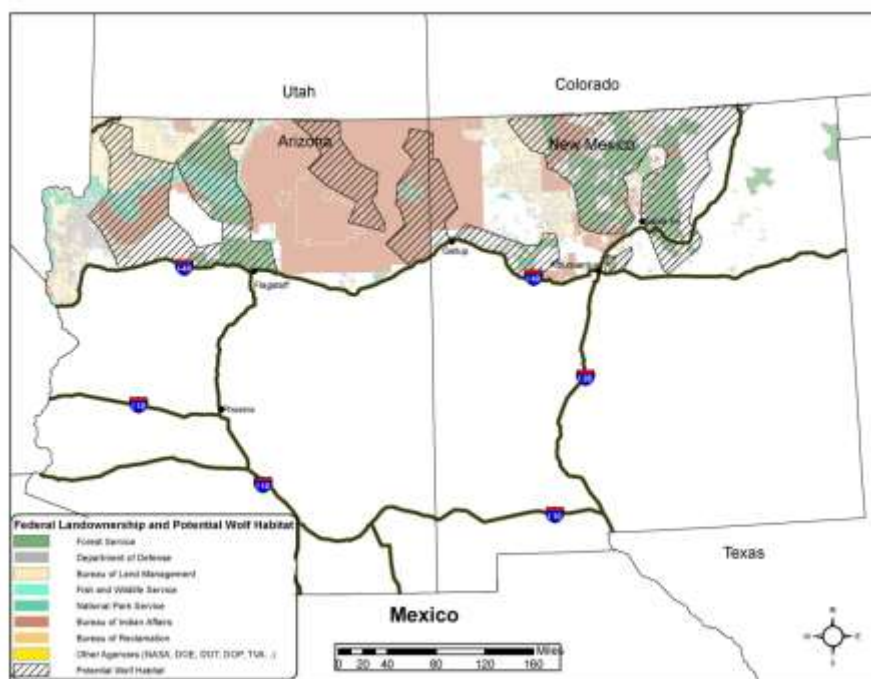


Figure 2-1. Potential wolf habitat in Northern New Mexico and Arizona (north of Interstate 40)

1 An expansion of the MWEPA north to the state boundaries coupled with the proposed management
2 change to allow wolves to naturally disperse from the BRWRA into the surrounding MWEPA could
3 eventually lead to the recolonization by Mexican wolves of these areas of suitable habitat in the
4 northern portions of both Arizona and New Mexico. Our management of wolves in the expanded
5 MWEPA would include conducting translocations on public lands and translocations and/or initial
6 release of captive-raised wolves under agreements with tribal or private landowners. These
7 management actions could serve as an adjunct to natural dispersal and contribute to the establishment
8 of packs of Mexican wolves in the northern parts of both states. If established, we would expect these
9 wolf packs in northern New Mexico and Arizona to be semi-disjunctive with linkage to the core
10 population of wolves in the BRWRA through dispersal corridors and fragmented habitat.

11 The recovery and long-term conservation of the Mexican wolf in the southwestern U.S. and northern
12 Mexico is likely to “depend on establishment of a metapopulation or several semi-disjunct but viable
13 populations spanning a significant portion of its historic range in the region” (Carroll et al. 2006). As
14 specified in our 1998 Final Rule the reintroduction of the Mexican wolf into the BRWRA was
15 envisaged “as the first step toward recovery of the Mexican wolf in the wild” (63 FR 1752, January
16 12, 1998). In accordance with this vision our purpose in proposing changes to the 1998 Final Rule is
17 to establish a viable, self-sustaining experimental population of Mexican wolves within the MWEPA
18 which would eventually contribute to a broader recovery. The area north I-40 in Arizona and New
19 Mexico contains extensive potential suitable habitat for wolves (Carroll et al. 2003). However, we do
20 not believe that expansion of the MWEPA in Arizona and New Mexico north to the state borders with
21 Utah and Colorado is necessary to achieve our objective to establish a viable, self-sustaining
22 experimental population of Mexican wolves in the MWEPA.

23 In contrast, our proposal to extend the MWEPA south to the international border with Mexico would
24 add an area managed under the 10(j) experimental population rules that we expect to improve the
25 effectiveness of our management both for Mexican wolves which may disperse into the United States
26 from Mexico and for wolves which may disperse from the core population of reintroduced Mexican
27 wolves in the BRWRA. Establishment of Mexican wolves in the northern parts of Arizona and New
28 Mexico may be important to achieve recovery goals. However, we do not believe the addition of the
29 area north of I-40 to the MWEPA and the extension of the 10(j) management authority to this area is
30 necessary to the achievement of our objective to establish a viable, self-sustaining experimental
31 population of Mexican wolves in the MWEPA. For this reason we rejected this alternative because it
32 is not necessary to meet the purpose and need for the Proposed Action.

33 2.2.2 Management Changes

- 34 • **Utilize White Sands Wolf Recovery Area (WSWRA) for initial releases.** The reintroduction of
35 wolves into the WSWRA through initial release from captivity was considered as part of Alternative
36 A (Preferred Alternative) in the 1996 Final Environmental Impact Statement (USFWS 1996) which
37 was adopted for implementation in the 1997 Record of Decision. We designated the WSWRA as a
38 wolf recovery area primarily because it lies within the probable historic range of the Mexican wolf,
39 has a low density of human use and is largely free of livestock. Under the 1998 Final Rule, initial
40 releases and reintroduction of wolves into the WSWRA is authorized, “if the Service finds it
41 necessary and feasible” (63 FR 1752, January 12, 1998). Utilization of the WSWRA would seem to
42 be necessary given the non-attainment of the 100 wolf minimum target population reintroduction
43 project objective by the projected date of 2006. However, the question of its feasibility must also be
44 considered. Mule deer, followed by the non-native oryx, pronghorn and feral horses are the most
45 abundant ungulates within the WSWRA (USFWS 1996). A small population of desert bighorn sheep
46 (*Ovis canadensis mexicana*) also lives within the San Andres NWR. While the WSWRA lies within
47 the probable historic range of the Mexican wolf it is now considered an unsuitable area for wolf

1 release and reintroduction primarily due to the low density of ungulates. Wolf population numbers
2 are directly related to ungulate biomass (Fuller 1989). Due to a low density of ungulate prey two
3 independent assessments suggest that the WSWRA could only support 20 to 30 wolves (Bednarz
4 1988, Green-Hammond 1994). Deer populations have declined since these evaluations were
5 conducted. We therefore consider this to be an overestimate of how many Mexican wolves this area
6 could support in the present environment and have reevaluated the WSWRA as unlikely to be an area
7 that can consistently support occupancy by wolves. The 3-Year Review concluded that a population
8 of 20-30 wolves in the WSWRA “is not viable” (Shaffer 1987) and recommended that “the USFWS
9 should not expend resources on reintroducing wolves to WSWRA (Paquet et al. 2001). The 5-Year
10 Review also recommended that “any amended or new Mexican Wolf Nonessential Experimental
11 Population Rule drafted...not include White Sands Missile Range as a Mexican Wolf Recovery Area
12 or as a Reintroduction Zone” (AMOC and IFT 2005). We have never utilized the WSWRA for the
13 release or translocation of wolves because of the low density of ungulates and we no longer consider
14 the designation of the WSWRA as a recovery area necessary to achieve our reintroduction goal of
15 establishing a viable, self-sustaining experimental population of Mexican wolves within the Mexican
16 Wolf Experimental Population Area (MWEPA).

17 We have reevaluated the WSWRA as an area not suitable for wolf reintroduction and release. Our
18 experience in the Reintroduction Project has shown that successful initial release sites have a
19 relatively abundant prey base of elk or deer, limited or no livestock calving in the area, and clear
20 separation from established wolf pack territories (IFT 2009). We define release success as a wolf that
21 ultimately breeds and produces pups in the wild (IFT 2009). Although the WSWRA has a low
22 density of human use and is largely free of livestock, the lack of an adequate prey base make the
23 establishment of wolf territories and successful breeding problematic. Wolves released in area
24 without adequate natural prey would require substantial and ongoing supplemental feedings and could
25 eventually disperse to an area where the potential for depredation incidents or nuisance behavior is
26 high. Therefore, this alternative would not minimize or mitigate the potential for wolf-depredation
27 incidents or wolf-human interaction. For this reason we rejected this alternative because it did not
28 satisfactorily meet the established selection criteria and therefore does not meet the purpose and need
29 for the proposed action.

- 30 • **Allow only natural dispersal from the BRWRA into the MWEPA but no translocations within**
31 **the MWEPA.** Alternatives One through Four propose to allow the natural dispersal of wolves from
32 the BRWRA. We expect this proposed management change to lead to the establishment of wolf
33 packs in the surrounding MWEPA. We are proposing this management change in order to better
34 support natural wolf biology and behavior and therefore promote, rather than hinder, the growth of
35 the experimental population of Mexican wolves. As they disperse from the BRWRA we expect
36 wolves to establish territories in areas of suitable unoccupied (by wolves) habitat in the MWEPA.
37 This process should expand the range of the experimental population of wolves and increase its
38 numbers. Natural dispersal would therefore, in accordance with the purpose and need for the
39 proposed action, assist us in reaching our population objective for a viable, self-sustaining
40 experimental population of Mexican wolves within the MWEPA.

41 Except as requested by tribal governments we do not intend to remove wolves unless they engage in
42 depredation or nuisance behavior that cannot be effectively managed through non-removal
43 techniques. However, we recognize that wolf management, including removals, in response to
44 depredations and nuisance behavior is an essential component of reintroduction efforts (Boitani
45 2003). Under an alternative where we would allow natural dispersal and the establishment of wolf
46 packs in the MWEPA but not allow translocations within the MWEPA, a management removal of a
47 wolf would lead to either putting that wolf into captivity or returning it to the BRWRA. Placing a

wolf in captivity, in particular one that is genetically important to the population, can have a negative impact on our efforts to improve the genetic health (representation) of the reintroduced wild population of Mexican wolves. Similarly, returning a wolf to the BRWRA that was removed from the MWEPA can have a negative impact to our efforts to improve the resiliency of the wild Mexican wolf population and could lead to intraspecific conflicts within an area where pack territories are established. We expect natural growth fostered by dispersal and recolonization of areas of suitable habitat within the MWEPA, augmented by assisted growth from translocations, to contribute to our objective to establish a viable, self-sustaining experimental population of Mexican wolves. Therefore we view the ability to translocate wolves within the MWEPA, coupled with our proposal to allow them to naturally disperse, as a necessary management tool. This alternative neither provides increased management flexibility nor improves the effectiveness of the reintroduction project in implementing actions that would contribute to the establishment of a viable, self-sustaining experimental population of Mexican wolves. For these reasons we rejected this alternative because it did not satisfactorily meet the established selection criteria and therefore does not meet the purpose and need for the Proposed Action.

2.2.3 Implementation of a Management Plan

- **Implement a Mexican Wolf Management Plan for those portions of west Texas outside of the Mexican Wolf Experimental Population Area (MWEPA).** Should Mexican wolves disperse north into the United States from reestablished wolf populations in Mexico, we consider it important to have a management plan in place that provides uniform interagency management guidelines in the states which are likely to receive them. The implementation of a wolf management plan for Arizona, New Mexico and west Texas was the subject of the Proposed Action in our *Preliminary Draft Environmental Assessment for the Implementation of a Southwestern Gray Wolf (Canis lupus) Management Plan for Portions of Arizona, New Mexico and Texas*. We decided to withdraw the proposed action for this PDEA in response to early feedback during the agency/local government/tribal scoping review.

In our reevaluation of the need for the action we decided that because of the distance (approximately 130 miles/209 km) to the Texas border from the planned Nuevo Leon reintroduction site in Mexico, and the difficulties encountered in the initial release of Mexican wolves into the Sierra San Luis in the state of Sonora, dispersal and recolonization of west Texas by Mexican wolves is considered unlikely in the foreseeable future. Under Alternatives Three and Four we propose to extend the MWEPA in Arizona and New Mexico south to the international border with Mexico. All Mexican wolves, regardless of origin within the expanded MWEPA would be managed under guidelines established for the 10(j) nonessential experimental population. In Alternatives One through Four we also propose to modify the boundaries of the MWEPA to eliminate the portion of west Texas lying north of US Highway 62/180 to the Texas-New Mexico boundary. Expansion of the MWEPA south to the international border with Mexico would provide uniform interagency management guidelines under section 10(j) of the Act in the portions of the two states, Arizona and New Mexico, which are most likely to receive dispersing or recolonizing wolves from reestablished Mexican wolf populations in Mexico. Because of the limited size and extent of potential suitable habitat in the Texas portion of the existing MWEPA and because of the low probability of Mexican wolves dispersing into Texas from the core population of Mexican wolves in the MWEPA, we are proposing to modify the MWEPA to no longer include any portion of Texas. Similarly, because of the low probability of Mexican wolves dispersing into Texas from reestablished Mexican wolf populations in Mexico we no longer consider it necessary to implement a wolf management plan for portions of west Texas where Mexican wolves will be listed as endangered. In the event that a Mexican wolf is found in Texas it

would either be managed as endangered under the ESA or, if it originated from the experimental population of Mexican wolves, it would be captured and returned to the MWEPA or placed in captivity.

With the modification to remove the small portion of Texas from the MWEPA and because of the low probability of Mexican wolf dispersal into Texas from Mexico we do not believe implementation of a Mexican Wolf Management Plan for west Texas would better facilitate the interagency cooperation necessary to successfully manage and enhance Mexican wolf recovery. For this reason we rejected this alternative because it did not satisfactorily meet the established selection criteria and therefore does not meet the purpose and need for the Proposed Action.

- **Implement the Management Plan for the Mexican wolf but without Federal funding.** This alternative would implement a Mexican Wolf Management Plan for the states of Arizona and New Mexico but without the provision of Federal funding to state, tribal and Federal agency partners to assist in the execution of management activities. The Federal, state, and tribal land management agencies and the state wildlife agencies are key partners for the successful recovery and the management of the Mexican wolf in these two states. Without the provision of Federal funding these agencies will be limited in their ability to respond to depredation incidents and reports of nuisance behavior and would be unable to fully participate in the necessary management activities that minimize or mitigate wolf-human and wolf-livestock interaction while maximizing the potential for successful establishment of new wolf packs in suitable areas of New Mexico and Arizona outside of the MWEPA. Unfunded management actions would not facilitate the interagency cooperation necessary to successfully manage and enhance Mexican wolf recovery in Arizona and New Mexico and could lead to an erosion of public support for Mexican wolf recovery. For these reasons we rejected this alternative because it did not satisfactorily meet the established selection criteria and therefore does not meet the purpose and need for the Proposed Action.

2.3 PROPOSED ACTION AND ALTERNATIVES CONSIDERED

We have developed a range of alternatives, including the Proposed Action and No Action alternative, for our proposal to: (1) modify the geographic boundaries established for the Mexican wolf reintroduction in the 1998 Final Rule; (2) modify the management regulations established in the 1998 Final Rule which govern the release, translocation, natural dispersal, and take (see the definition of “take” provided in the List of Definitions) of Mexican wolves, and; (3) implement a management plan for Mexican wolves for those areas of Arizona and New Mexico that are outside of the Mexican Wolf Experimental Population Area (MWEPA). These actions would be implemented through a Final Nonessential Experimental Rule (see Appendix B for the proposed rule), an Endangered Species Act (ESA) Section 10 (a)(1)(a) research and recovery permit, and/or provisions for federal funding.

In summary we propose to:

- Make geographic boundary changes that:
 - Remove the designation of the White Sands Wolf Recovery Area (WSWRA).
 - Modify the geographic boundaries of the MWEPA.
 - Eliminate the designation of the Primary Recovery Zone (PRZ) and Secondary Recovery Zone (SRZ) within the Blue Range Wolf Recovery Area (BRWRA).
- Make management changes that:

- Provide for the initial release of captive-raised Mexican wolves throughout the BRWRA.
- Allow the natural dispersal of Mexican wolves from the BRWRA into the MWEPA.
- Provide for the translocation of Mexican wolves within the MWEPA pursuant to an authorized management purpose.
- Modify the provisions for the take of Mexican wolves on private or tribal land anywhere within the modified MWEPA.
- Develop and implement management actions on private land within the MWEPA by the Service or an authorized agency to benefit Mexican wolf recovery in voluntary cooperation with private landowners
- Develop and implement management actions on tribal land within the MWEPA by the Service or an authorized agency in voluntary cooperation with tribal governments.
- Implement a Management Plan (*Mexican Wolf Management Plan*) for the Mexican wolf for those portions of Arizona and New Mexico not included as part of the MWEPA.

Using the criteria listed in Section 2.1 the alternatives we brought forward for further consideration are intended to meet our purpose and need by:

- Establishing a larger experimental population of Mexican wolves distributed over a larger area.
- Improving the genetic health of the experimental population.
- Providing the interagency management guidelines for those areas of Arizona and New Mexico outside of the MWEPA necessary to effectively manage Mexican wolves in a manner that conserves and promotes their survival while being responsive to reports of depredation incidents and nuisance behavior.

Five alternatives, including the Proposed Action and No Action Alternatives, are considered by us in this Environmental Impact Statement (EIS):

2.3.1 Alternative One (Proposed Action):

- **Make geographic boundary changes that: Remove the designation of the White Sands Wolf Recovery Area (WSWRA) as an area for the reintroduction of Mexican wolves; remove the small portion of Texas lying north of U.S. Highway 62/80 to the Texas-New Mexico boundary from the Mexican Wolf Experimental Population Area (MWEPA); eliminate the designation of the Primary Recovery Zone (PRZ) and Secondary Recovery Zone (SRZ) within the Blue Range Wolf Recovery Area (BRWRA) (Figure 2-2).**
- **Make management changes that: Allow initial release of Mexican wolves from captivity to the wild throughout the entire BRWRA; allow Mexican wolves to disperse naturally from the BRWRA into the MWEPA and occupy the MWEPA; provide for the management of Mexican wolves in the MWEPA by reducing conflicts with humans and land uses through such means as hazing, trapping, translocations, and removals; modify the provisions for the take of Mexican wolves on private or tribal land within the modified MWEPA.**
- **Develop and implement management actions on private land within the modified MWEPA by the Service or an authorized agency to benefit Mexican wolf recovery in**

1 **voluntary cooperation with private landowners, including but not limited to initial**
2 **release and translocation of wolves if requested by the landowner.**

- 3 • **Develop and implement management actions on tribal land within the modified**
4 **MWEPA by the Service or an authorized agency in voluntary cooperation with tribal**
5 **governments including but not limited to initial release, translocation, capture, and**
6 **removal of Mexican wolves if requested by the tribal government.**
- 7 • **Implement a management plan (*Mexican Wolf Management Plan*) for the Mexican wolf**
8 **for those portions of Arizona and New Mexico that are outside of the modified**
9 **MWEPA.**

10 Alternative One, which is also the Proposed Action, would include all the modifications included in our
11 Proposed Rule (Appendix B). Under Alternative One we do not propose to expand the boundaries of
12 either the BRWRA or the MWEPA. However, under this alternative we would make management
13 changes that provide for the initial release of captive-raised wolves throughout the BRWRA and we
14 would allow the natural dispersal of wolves from the BRWRA into the MWEPA. Alternative One would:

- 15 ➤ Remove the designation of the WSWRA as an area for the reintroduction of Mexican wolves.
- 16 ➤ Remove the small portion of Texas lying north of U.S. Highway 62/180 to the Texas-New Mexico
17 boundary from the MWEPA.
- 18 ➤ Make management changes so that:
 - 19 ○ Mexican wolves could be released from captivity to the wild throughout the entire BRWRA.
20 Initial releases of captive-raised Mexican wolves could be conducted throughout the
21 BRWRA. Of the 32 approved initial release and translocation sites in Arizona and New
22 Mexico, 17 sites are within the PRZ and the remaining 15 are in the SRZ of the BRWRA.
23 We propose in this alternative to utilize all 15 of these sites in the SRZ (currently used only
24 for translocation of wolves with previous wild experience), for the initial release of captive-
25 raised Mexican wolves. Ten of these sites are within the Gila National Forest in New Mexico
26 (Figure 2-3) and five sites are within the Apache National Forest in Arizona (Figure 2-4).
27 This alternative would also utilize for initial release any additional sites within the whole of
28 the BRWRA should they, in the future, be proposed for use by the Interagency Field Team
29 for management purposes (e.g., to compensate for a wolf mortality, or to enhance genetics
30 among the reintroduced wild wolf population). This management change would eliminate the
31 need to define the Primary and secondary recovery zone within the BRWRA. Therefore, we
32 would discontinue the use of these zones and their definitions in this alternative.
 - 33 ○ Mexican wolves would be allowed to disperse naturally from the BRWRA into the MWEPA
34 and occupy the MWEPA. We would not remove wolves on public or private land in the
35 MWEPA except in the case of depredation or other nuisance behavior that cannot be
36 effectively managed through non-removal techniques. We would capture and remove wolves
37 on tribal land if requested by the tribal government.
 - 38 ○ Wolves captured in the MWEPA pursuant to an authorized management purpose could be
39 translocated (re-released) at approved translocation sites on public land within the MWEPA
40 (inclusive of the BRWRA) with the option to translocate or release wolves directly from
41 captivity on tribal or private land when requested by the tribal government or landowner.

- 1 ○ Provisions for take (see the definition of “take” provided in the List of Definitions) of a
2 Mexican wolf (see Appendix B. Proposed Rule) are modified to:

- 3 ▪ Identify section 6 of the Act as authorizing language for take pursuant to 50 CFR
4 17.31 for state wildlife agencies with authority to manage Mexican wolves under the
5 nonessential experimental population rule.
- 6 ▪ Clarify that an individual can be authorized to take Mexican wolves under specific
7 circumstances.
- 8 ▪ Clarify allowable take for Federal agencies and authorized personnel.
- 9 ▪ Revise the conditions that determine when we would issue a permit to livestock
10 owners or their agents to allow take of Mexican wolves that are engaged in the act of
11 killing, wounding or biting livestock on public lands allotted for grazing from “6
12 breeding pairs” to “100 Mexican wolves” to be consistent with our population
13 objective of establishing a population of at least 100 wolves.
- 14 ▪ Revise the prohibitions for take such that taking a Mexican wolf with a trap, snare, or
15 other type of capture device within occupied Mexican wolf range is prohibited and
16 will not be considered unavoidable or unintentional take, unless due care was
17 exercised to avoid injury or death to a Mexican wolf.

- 18
- 19 ➤ Develop and implement management actions on tribal land within the modified MWEPA by the
20 Service or an authorized agency in voluntary cooperation with tribal governments including but not
21 limited to initial release, translocation, capture, and removal of Mexican wolves if requested by the
22 tribal government. We would seek to continue the cooperative agreement entered into in 2000 with
23 the White Mountain Apache Tribe to allow wolves to occupy the Fort Apache Indian Reservation
24 and we would seek to enter into cooperative agreements for the management of wolves with other
25 tribes within the modified MWEPA. These cooperative agreements would be subject to successive
26 renewal, in which the Tribe has the option of allowing or prohibiting wolf re-establishment, whether
27 through natural dispersion, initial release from captivity, or translocation, on recognized tribal lands
28 or reservations.
- 29 ➤ Develop and implement management actions on private land within the modified MWEPA by the
30 Service or an authorized agency to benefit Mexican wolf recovery in voluntary cooperation with
31 private landowners, including but not limited to initial release and translocation of wolves if requested
32 by the landowner. Wolves present on private lands within the modified MWEPA would not be
33 subject to management removal except in the case of depredation incidents or other nuisance behavior
34 that cannot be effectively managed through non-removal techniques.
- 35 ➤ Implement a management plan (*Mexican Wolf Management Plan*) for the Mexican wolf for those
36 portions of Arizona and New Mexico that are outside of the modified MWEPA. Under this
37 alternative the proposed management plan would be implemented for those areas of Arizona and New
38 Mexico north of Interstate 40 and south of Interstate 10.

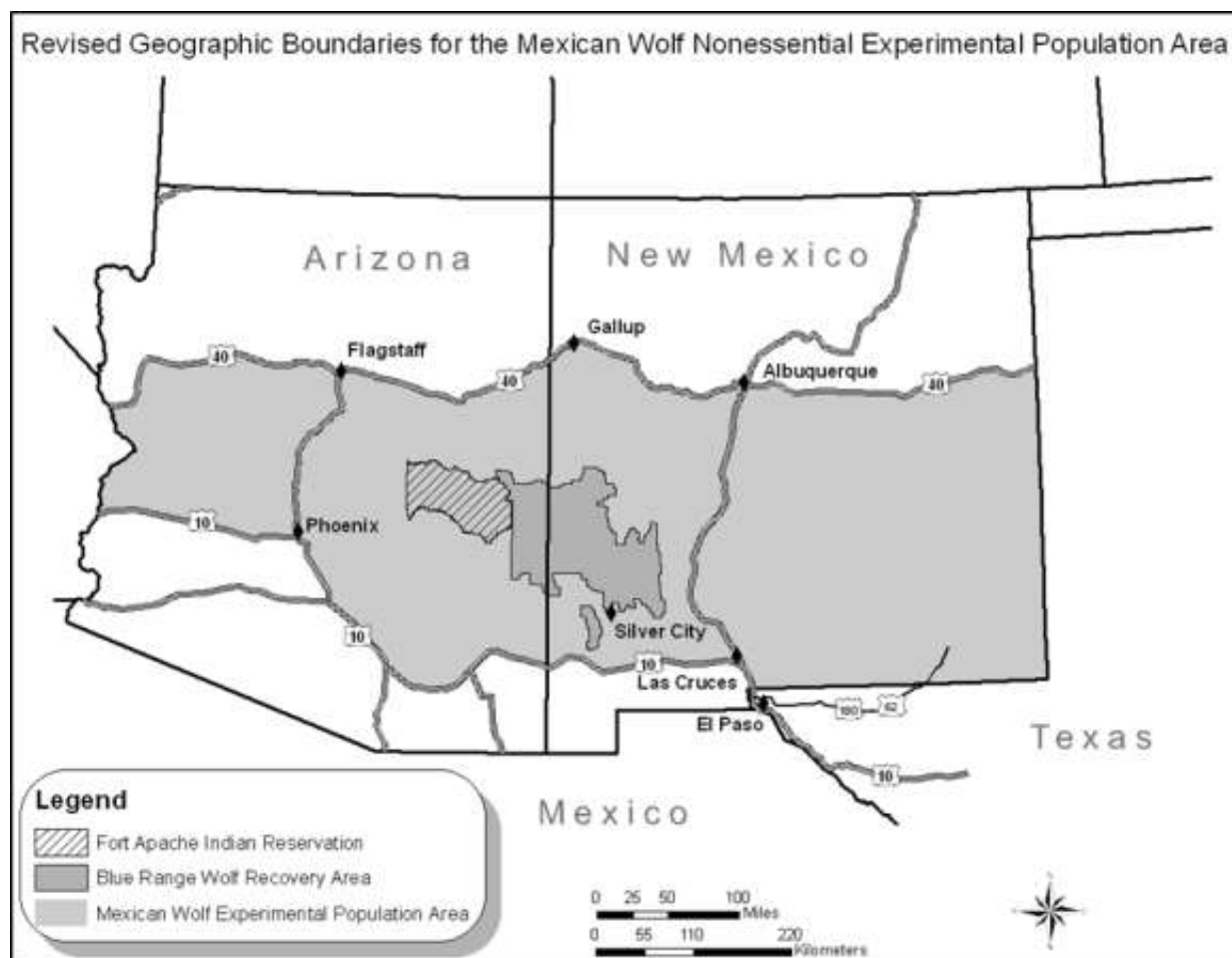


Figure 2-2. Alternative One (Proposed Action) showing the proposed revision to the geographic boundaries for the Mexican Wolf Experimental Population Area (MWEPA) that: (1) remove the small portion of Texas lying north of U.S. Highway 62/80 to the Texas-New Mexico boundary from the MWEPA; (2) eliminate the designation of the Primary Recovery Zone and Secondary Recovery Zone within the Blue Range Wolf Recovery Area; and (3) remove the designation of the White Sands Wolf Recovery Area as an area for the reintroduction of Mexican wolves.



54 | P A G E



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2.3.2 Alternative Two (Blue Range Wolf Recovery Area (BRWRA) Expansion)

- **Make geographic boundary changes that:** Remove the designation of the White Sands Wolf Recovery Area (WSWRA); remove the small portion of Texas lying north of U.S. Highway 62/80 to the Texas-New Mexico boundary from the Mexican Wolf Experimental Population Area (MWEPA); expand the geographic boundaries of the BRWRA by including any or all of the Sitgreaves National Forest and the Payson, Pleasant Valley, and Tonto Basin Ranger Districts of the Tonto National Forests in Arizona and the Magdalena Ranger District of the Cibola National Forest in New Mexico; eliminate the designation of the Primary Recovery Zone (PRZ) and Secondary Recovery Zone (SRZ) within the BRWRA (Figure 2-5).
- **Make management changes that:** Allow initial release of Mexican wolves from captivity to the wild throughout the entire BRWRA; allow Mexican wolves to disperse naturally from the BRWRA into the MWEPA and occupy the MWEPA; provide for the management of Mexican wolves in the MWEPA by reducing conflicts with humans and land uses through such means as hazing, trapping, translocations, and removals; modify the provisions for the take of Mexican wolves on private or tribal land within the modified MWEPA.
- **Develop and implement management actions on private land within the modified MWEPA** by the Service or an authorized agency to benefit Mexican wolf recovery in voluntary cooperation with private landowners, including but not limited to initial release and translocation of wolves if requested by the landowner.
- **Develop and implement management actions on tribal land within the modified MWEPA** by the Service or an authorized agency in voluntary cooperation with tribal governments including but not limited to initial release, translocation, capture, and removal of Mexican wolves if requested by the tribal government.
- **Implement a management plan (*Mexican Wolf Management Plan*) for the Mexican wolf for those portions of Arizona and New Mexico that are outside of the modified MWEPA.**

Alternative Two would include all the initiatives proposed under Alternative One; however, under this alternative we would also expand the geographic boundaries of the BRWRA to include any or all of the Sitgreaves National Forest and the Payson, Pleasant Valley, and Tonto Basin Ranger Districts of the Tonto National Forests in Arizona and the Magdalena Ranger District of the Cibola National Forest in New Mexico. Alternative Two would:

- Remove the designation of the WSWRA as an area for the reintroduction of Mexican wolves.
- Remove the small portion of Texas lying north of U.S. Highway 62/180 to the Texas-New Mexico boundary from the MWEPA.
- Expand the boundaries of the BRWRA to include any or all of the Sitgreaves National Forest and the Payson, Pleasant Valley, and Tonto Basin Ranger Districts of the Tonto National Forests in Arizona and the Magdalena Ranger District of the Cibola National Forest in New Mexico. As part of this expansion we would eliminate the designation of the Primary and Secondary Recovery Zone within the BRWRA.
- Make management changes so that:

- Mexican wolves could be released from captivity to the wild throughout the entire BRWRA. Initial releases of captive-raised Mexican wolves could be conducted throughout the expanded BRWRA. We propose in this alternative to utilize for the initial release of captive-raised wolves and for the translocation of wolves all of the 32 currently approved initial release and translocation sites within the Apache and Gila National Forests in Arizona and New Mexico. In addition we propose to select initial release and translocation sites throughout the expanded BRWRA. Specifically, new sites in the Sitgreaves National Forest and the Payson, Pleasant Valley, and Tonto Basin Ranger Districts of the Tonto National Forests in Arizona and the Magdalena Ranger District of the Cibola National Forest in New Mexico. This alternative would also utilize for initial release and translocation any additional sites within the expanded BRWRA should they, in the future, be proposed for use by the Interagency Field Team for management purposes (e.g., to compensate for a wolf mortality, or to enhance genetics among the reintroduced wild wolf population).
- Mexican wolves would be allowed to disperse naturally from the BRWRA into the MWEPA and occupy the MWEPA. We would not remove wolves on public or private land in the MWEPA except in the case of depredation or other nuisance behavior that cannot be effectively managed through non-removal techniques. We would capture and remove wolves on tribal land if requested by the tribal government.
- Wolves captured in the MWEPA pursuant to an authorized management purpose could be translocated (re-released) at approved translocation sites on public land within the MWEPA (inclusive of the BRWRA) with the option to translocate or release wolves directly from captivity on tribal or private land when requested by the tribal government or landowner.
- Provisions for take (see the definition of “take” provided in the List of Definitions) of a Mexican wolf (see Appendix B. Proposed Rule) are modified to:
 - Identify section 6 of the Act as authorizing language for take pursuant to 50 CFR 17.31 for state wildlife agencies with authority to manage Mexican wolves under the nonessential experimental population rule.
 - Clarify that an individual can be authorized to take Mexican wolves under specific circumstances.
 - Clarify allowable take for Federal agencies and authorized personnel.
 - Revise the conditions that determine when we would issue a permit to livestock owners or their agents to allow take of Mexican wolves that are engaged in the act of killing, wounding or biting livestock on public lands allotted for grazing from “6 breeding pairs” to “100 Mexican wolves” to be consistent with our population objective of establishing a population of at least 100 wolves.
 - Revise the prohibitions for take such that taking a Mexican wolf with a trap, snare, or other type of capture device within occupied Mexican wolf range is prohibited and will not be considered unavoidable or unintentional take, unless due care was exercised to avoid injury or death to a Mexican wolf.
- Develop and implement management actions on tribal land within the modified MWEPA by the Service or an authorized agency in voluntary cooperation with tribal governments including but not limited to initial release, translocation, capture, and removal of Mexican wolves if requested by the

1 tribal government. We would seek to continue the cooperative agreement entered into in 2000 with
2 the White Mountain Apache Tribe to allow wolves to occupy the Fort Apache Indian Reservation and
3 we would seek to enter into cooperative agreements for the management of wolves with other tribes
4 within the modified MWEPA. These cooperative agreements would be subject to successive renewal,
5 in which the Tribe has the option of allowing or prohibiting wolf re-establishment, whether through
6 natural dispersion, initial release from captivity, or translocation, on recognized tribal lands or
7 reservations.

- 8 ➤ Develop and implement management actions on private land within the modified MWEPA by the
9 Service or an authorized agency to benefit Mexican wolf recovery in voluntary cooperation with
10 private landowners, including but not limited to initial release and translocation of wolves if requested
11 by the landowner. Wolves present on private lands within the modified MWEPA would not be
12 subject to management removal except in the case of depredation incidents or other nuisance behavior
13 that cannot be effectively managed through non-removal techniques.
- 14 ➤ Implement a management plan (*Mexican Wolf Management Plan*) for the Mexican wolf for those
15 portions of Arizona and New Mexico not included in the modified MWEPA. Under this alternative
16 the proposed management plan would be implemented for those areas of Arizona and New Mexico
17 north of Interstate 40 and south of Interstate 10.

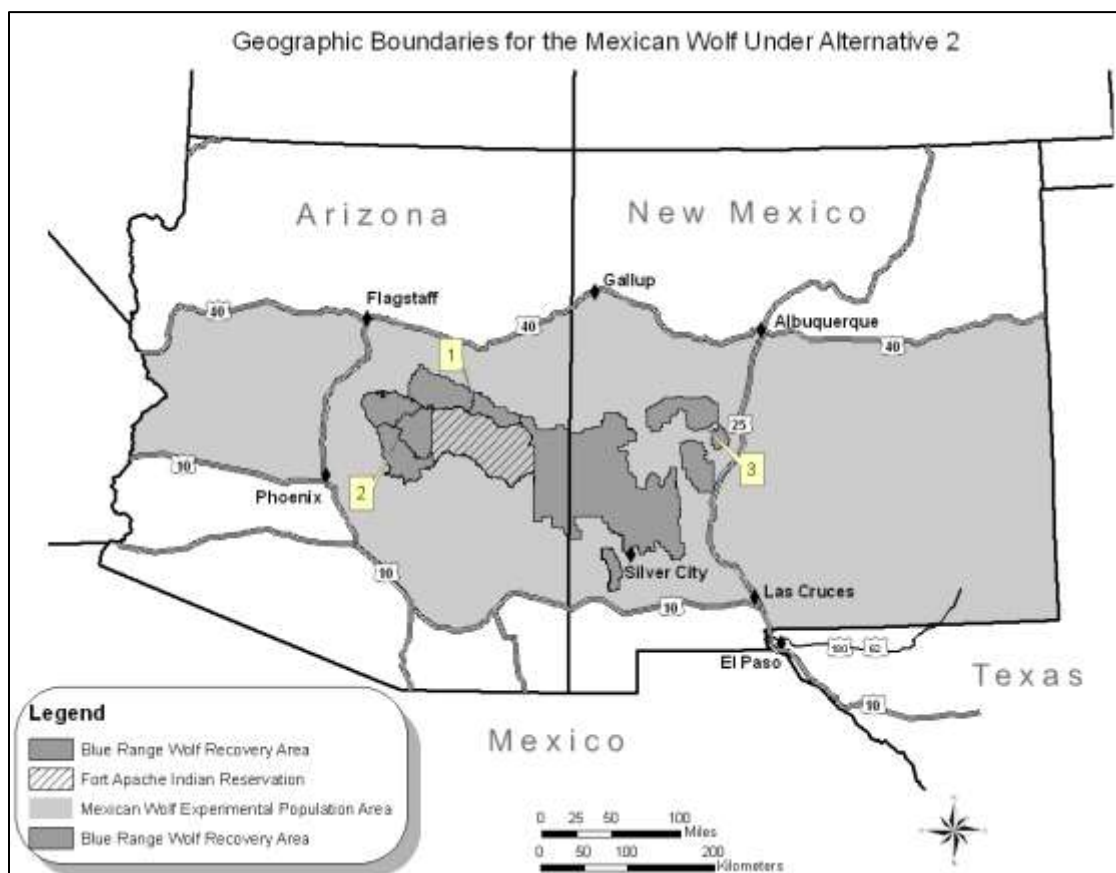


Figure 2-5. Alternative Two (Blue Range Wolf Recovery Area (BRWRA) Expansion) showing the proposed revision to the geographic boundaries for the Mexican Wolf Experimental Population Area (MWEPA) that: (1) remove the small portion of Texas lying north of U.S. Highway 62/80 to the Texas-New Mexico boundary from the MWEPA; (2) expand the BRWRA to include any or all of the ranger districts of the Sitgreaves National Forest (labeled as 1 in the map), three ranger districts within the Tonto National Forest (labeled as 2 in the map), one ranger district within the Cibola National Forest (labeled as 3 in the map); (3) eliminate the designation of the Primary Recovery Zone and Secondary Recovery Zone within the BRWRA; and (4) remove the designation of the White Sands Wolf Recovery Area as an area for the reintroduction of Mexican wolves.

2.3.3 Alternative Three (Mexican Wolf Experimental Population Area (MWEPA) Expansion):

- **Make geographic boundary changes that: Remove the designation of the White Sands Wolf Recovery Area (WSWRA) as an area for the reintroduction of Mexican wolves; remove the small portion of Texas lying north of U.S. Highway 62/80 to the Texas-New Mexico boundary from the MWEPA; move the southern boundary of the MWEPA in Arizona and New Mexico from Interstate-10 to the United States-Mexico international border; eliminate the designation of the Primary Recovery Zone (PRZ) and Secondary Recovery Zone (SRZ) within the Blue Range Wolf Recovery Area (BRWRA) (Figure 2-6).**
- **Make management changes that: Allow initial release of Mexican wolves from captivity to the wild throughout the entire BRWRA; allow Mexican wolves to disperse naturally**

from the BRWRA into the MWEPA and occupy the MWEPA; provide for the management of Mexican wolves in the MWEPA by reducing conflicts with humans and land uses through such means as hazing, trapping, translocations, and removals; modify the provisions for the take of Mexican wolves on private or tribal land within the modified MWEPA.

- Develop and implement management actions on private land within the modified MWEPA by the Service or an authorized agency to benefit Mexican wolf recovery in voluntary cooperation with private landowners, including but not limited to initial release and translocation of wolves if requested by the landowner.
- Develop and implement management actions on tribal land within the modified MWEPA by the Service or an authorized agency in voluntary cooperation with tribal governments including but not limited to initial release, translocation, capture, and removal of Mexican wolves if requested by the tribal government.
- Implement a management plan (*Mexican Wolf Management Plan*) for the Mexican wolf for those portions of Arizona and New Mexico not included as part of the modified MWEPA.

Alternative Three would include all the initiatives proposed under Alternative One; however, under this alternative we would also extend the southern boundary of the MWEPA in Arizona and New Mexico from Interstate Highway 10 (I-10) to the United States-Mexico international border. Alternative Three would:

- Remove the designation of the WSWRA as an area for the reintroduction of Mexican wolves.
- Remove the small portion of Texas lying north of U.S. Highway 62/180 to the Texas-New Mexico boundary from the MWEPA.
- Move the southern boundary of the MWEPA in Arizona and New Mexico from Interstate 10 to the United States-Mexico international border.
- Make management changes so that:
 - Mexican wolves could be released from captivity to the wild throughout the entire BRWRA. Initial releases of captive-raised Mexican wolves could be conducted throughout the BRWRA. Of the 32 approved initial release and translocation sites in Arizona and New Mexico, 17 sites are within the PRZ and the remaining 15 are in the SRZ of the BRWRA. We propose in this alternative to utilize all 15 of these sites in the SRZ (currently used only for translocation of wolves with previous wild experience), for the initial release of captive-raised Mexican wolves. Ten of these sites are within the Gila National Forest in New Mexico (Figure 2-3) and five sites are within the Apache National Forest in Arizona (Figure 2-4). This alternative would also utilize for initial release any additional sites within the whole of the BRWRA should they, in the future, be proposed for use by the Interagency Field Team for management purposes (e.g., to compensate for a wolf mortality, or to enhance genetics among the reintroduced wild wolf population). This management change would eliminate the need to define the Primary and secondary recovery zone within the BRWRA. Therefore, we would discontinue the use of these zones and their definitions in this alternative.
 - Mexican wolves would be allowed to disperse naturally from the BRWRA into the MWEPA and occupy the MWEPA. We would not remove wolves on public or private land in the

- 1 MWEPA except in the case of depredation or other nuisance behavior that cannot be
2 effectively managed through non-removal techniques. We would capture and remove wolves
3 on tribal land if requested by the tribal government.
- 4 ○ Wolves captured in the MWEPA pursuant to an authorized management purpose could be
5 translocated (re-released) at approved translocation sites on public land within the MWEPA
6 (inclusive of the BRWRA) with the option to translocate or release wolves directly from
7 captivity on tribal or private land when requested by the tribal government or landowner.
- 8 ○ Provisions for take (see the definition of “take” provided in the List of Definitions) of a
9 Mexican wolf (see Appendix B. Proposed Rule) are modified to:
- 10 ■ Identify section 6 of the Act as authorizing language for take pursuant to 50 CFR
11 17.31 for state wildlife agencies with authority to manage Mexican wolves under the
12 nonessential experimental population rule.
- 13 ■ Clarify that an individual can be authorized to take Mexican wolves under specific
14 circumstances.
- 15 ■ Clarify allowable take for Federal agencies and authorized personnel.
- 16 ■ Revise the conditions that determine when we would issue a permit to livestock
17 owners or their agents to allow take of Mexican wolves that are engaged in the act of
18 killing, wounding or biting livestock on public lands allotted for grazing from “6
19 breeding pairs” to “100 Mexican wolves” to be consistent with our population
20 objective of establishing a population of at least 100 wolves.
- 21 ■ Revise the prohibitions for take such that taking a Mexican wolf with a trap, snare, or
22 other type of capture device within occupied Mexican wolf range is prohibited and
23 will not be considered unavoidable or unintentional take, unless due care was
24 exercised to avoid injury or death to a Mexican wolf.
25
- 26 ➤ Develop and implement management actions on tribal land within the modified MWEPA by the
27 Service or an authorized agency in voluntary cooperation with tribal governments including but not
28 limited to initial release, translocation, capture, and removal of Mexican wolves if requested by the
29 tribal government. We would seek to continue the cooperative agreement entered into in 2000 with
30 the White Mountain Apache Tribe to allow wolves to occupy the Fort Apache Indian Reservation and
31 we would seek to enter into cooperative agreements for the management of wolves with other tribes
32 within the modified MWEPA. These cooperative agreements would be subject to successive renewal,
33 in which the Tribe has the option of allowing or prohibiting wolf re-establishment, whether through
34 natural dispersion, initial release from captivity, or translocation, on recognized tribal lands or
35 reservations.
- 36 ➤ Develop and implement management actions on private land within the modified MWEPA by the
37 Service or an authorized agency to benefit Mexican wolf recovery in voluntary cooperation with
38 private landowners, including but not limited to initial release and translocation of wolves if requested
39 by the landowner. Wolves present on private lands within the modified MWEPA would not be
40 subject to management removal except in the case of depredation incidents or other nuisance behavior
41 that cannot be effectively managed through non-removal techniques.

- Implement a management plan (*Mexican Wolf Management Plan*) for the Mexican wolf for those portions of Arizona and New Mexico that are outside of the modified MWEPA. Under this alternative the proposed management plan would be implemented for those areas of Arizona and New Mexico north of Interstate 40 and south of Interstate 10.

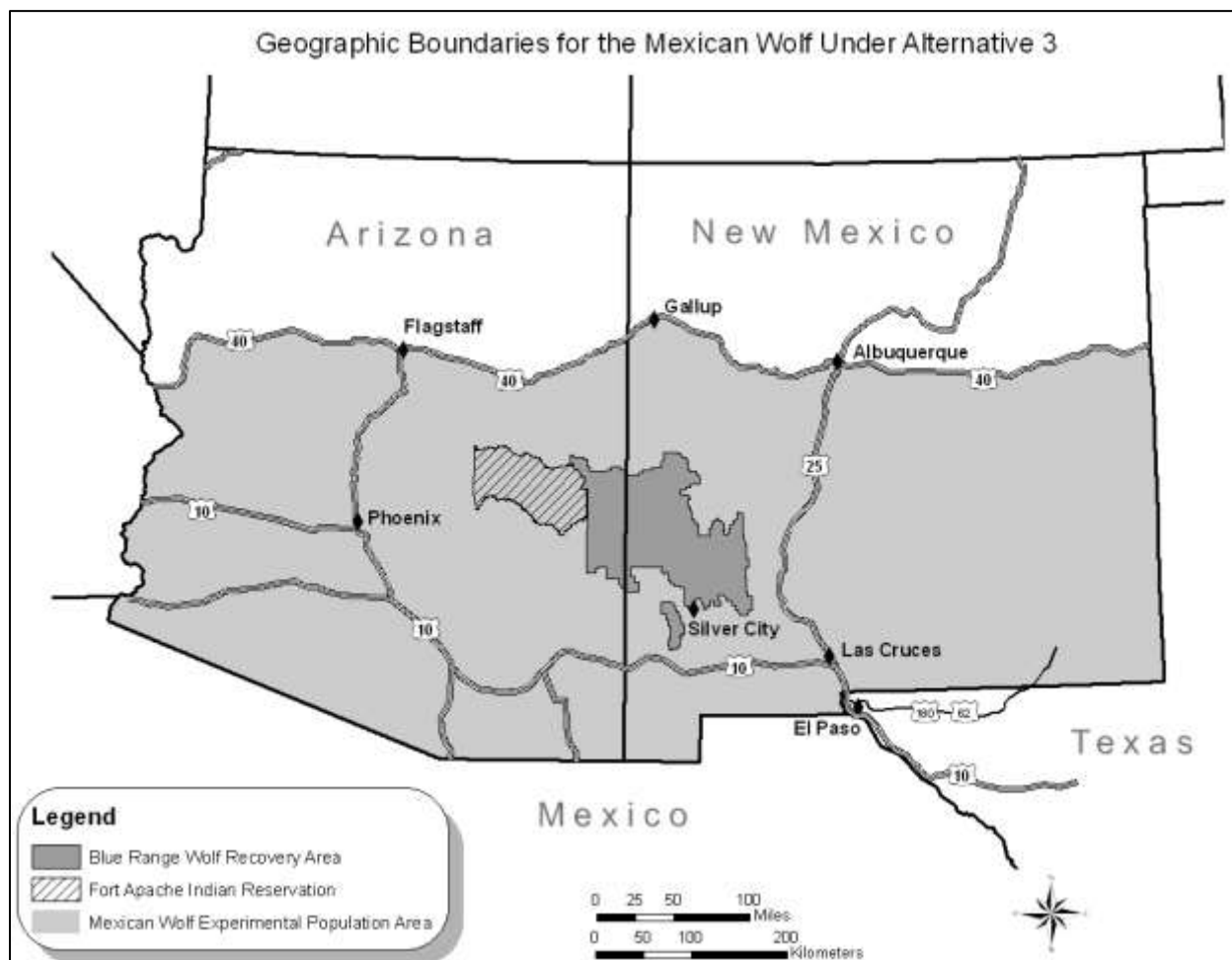


Figure 2-6. Alternative Three (Mexican Wolf Experimental Population Area (MWEPA) Expansion) showing the proposed revision to the geographic boundaries for the MWEPA that: (1) remove the small portion of Texas lying north of U.S. Highway 62/80 to the Texas-New Mexico boundary from the MWEPA; (2) move the southern boundary of the MWEPA in Arizona and New Mexico from Interstate-10 to the United States-Mexico international border; (3) eliminate the designation of the Primary Recovery Zone and Secondary Recovery Zone within the Blue Range Wolf Recovery Area; and (4) remove the designation of the White Sands Wolf Recovery Area as an area for the reintroduction of Mexican wolves.

2.3.4 Alternative Four (Comprehensive Alternative):

- Make geographic boundary changes that: Remove the designation of the White Sands Wolf Recovery Area (WSWRA) as an area for the reintroduction of Mexican wolves; remove the small portion of Texas lying north of U.S. Highway 62/80 to the Texas-New Mexico boundary from the Mexican Wolf Experimental Population Area (MWEPA);

1 **move the southern boundary of the MWEPA in Arizona and New Mexico from**
2 **Interstate-10 to the United States-Mexico international border; expand the geographic**
3 **boundaries of the Blue Range Wolf Recovery Area (BRWRA) by including any or all of**
4 **the Sitgreaves National Forest and the Payson, Pleasant Valley, and Tonto Basin**
5 **Ranger Districts of the Tonto National Forests in Arizona and the Magdalena Ranger**
6 **District of the Cibola National Forest in New Mexico; eliminate the designation of the**
7 **Primary Recovery Zone (PRZ) and Secondary Recovery Zone (SRZ) within the**
8 **BRWRA (Figure 2-7).**

- 9 • **Make management changes that: Allow initial release of Mexican wolves from captivity**
10 **to the wild throughout the entire BRWRA; allow Mexican wolves to disperse naturally**
11 **from the BRWRA into the MWEPA and occupy the MWEPA; provide for the**
12 **management of Mexican wolves in the MWEPA by reducing conflicts with humans and**
13 **land uses through such means as hazing, trapping, translocations, and removals; modify**
14 **the provisions for the take of Mexican wolves on private or tribal land within the**
15 **modified MWEPA.**
- 16 • **Develop and implement management actions on private land within the modified**
17 **MWEPA by the Service or an authorized agency to benefit Mexican wolf recovery in**
18 **voluntary cooperation with private landowners, including but not limited to initial**
19 **release and translocation of wolves if requested by the landowner.**
- 20 • **Develop and implement management actions on tribal land within the modified**
21 **MWEPA by the Service or an authorized agency in voluntary cooperation with tribal**
22 **governments including but not limited to initial release, translocation, capture, and**
23 **removal of Mexican wolves if requested by the tribal government.**
- 24 • **Implement a management plan (*Mexican Wolf Management Plan*) for the Mexican wolf**
25 **for those portions of Arizona and New Mexico not included as part of the modified**
26 **MWEPA.**

27 Alternative Four would include all the initiatives proposed under Alternative One as well as the
28 geographic boundary expansions proposed under Alternatives Two and Three. Under this alternative we
29 would expand the geographic boundaries of the BRWRA and we would extend the southern boundary of
30 the MWEPA in Arizona and New Mexico. Under this alternative we would also include additional
31 management changes that would provide for the take of any Mexican wolf engaged in the act of killing,
32 wounding, or biting pets and we would include provisions for the conditional issuance of permits on
33 private and tribal land anywhere within the modified and expanded MWEPA. Alternative Four would:

- 34 ➤ Remove the designation of the WSWRA as an area for the reintroduction of Mexican wolves.
- 35 ➤ Remove the small portion of Texas lying north of U.S. Highway 62/180 to the Texas-New Mexico
36 boundary from the MWEPA.
- 37 ➤ Move the southern boundary of the MWEPA in Arizona and New Mexico from Interstate 10 to the
38 United States-Mexico international border.
- 39 ➤ Expand the boundaries of the BRWRA to include any or all of the Sitgreaves National Forest and the
40 Payson, Pleasant Valley, and Tonto Basin Ranger Districts of the Tonto National Forests in Arizona
41 and the Magdalena Ranger District of the Cibola National Forest in New Mexico. As part of this
42 expansion we would eliminate the designation of the Primary and Secondary Recovery Zone within
43 the BRWRA.

➤ Make management changes so that:

- Mexican wolves could be released from captivity to the wild throughout the entire BRWRA. Initial releases of captive-raised Mexican wolves could be conducted throughout the expanded BRWRA. We propose in this alternative to utilize for the initial release of captive-raised wolves and for the translocation of wolves all of the 32 currently approved initial release and translocation sites within the Apache and Gila National Forests in Arizona and New Mexico. In addition we propose to select initial release and translocation sites throughout the expanded BRWRA. Specifically, new sites in the Sitgreaves National Forest and the Payson, Pleasant Valley, and Tonto Basin Ranger Districts of the Tonto National Forests in Arizona and the Magdalena Ranger District of the Cibola National Forest in New Mexico. This alternative would also utilize for initial release and translocation any additional sites within the expanded BRWRA should they, in the future, be proposed for use by the Interagency Field Team for management purposes (e.g., to compensate for a wolf mortality, or to enhance genetics among the reintroduced wild wolf population).
- Mexican wolves would be allowed to disperse naturally from the BRWRA into the MWEPA and occupy the MWEPA. We would not remove wolves on public or private land in the MWEPA except in the case of depredation or other nuisance behavior that cannot be effectively managed through non-removal techniques. We would capture and remove wolves on tribal land if requested by the tribal government.
- Wolves captured in the MWEPA pursuant to an authorized management purpose could be translocated (re-released) at approved translocation sites on public land within the MWEPA (inclusive of the BRWRA) with the option to translocate or release wolves directly from captivity on tribal or private land when requested by the tribal government or landowner.
- Provisions for take (see the definition of “take” provided in the List of Definitions) of a Mexican wolf (see Appendix B. Proposed Rule) are modified to:
 - Identify section 6 of the Act as authorizing language for take pursuant to 50 CFR 17.31 for state wildlife agencies with authority to manage Mexican wolves under the nonessential experimental population rule.
 - Clarify that an individual can be authorized to take Mexican wolves under specific circumstances.
 - Clarify allowable take for Federal agencies and authorized personnel.
 - Revise the conditions that determine when we would issue a permit to livestock owners or their agents to allow take of Mexican wolves that are engaged in the act of killing, wounding or biting livestock on public lands allotted for grazing from “6 breeding pairs” to “100 Mexican wolves” to be consistent with our population objective of establishing a population of at least 100 wolves.
 - Revise the prohibitions for take such that taking a Mexican wolf with a trap, snare, or other type of capture device within occupied Mexican wolf range is prohibited and will not be considered unavoidable or unintentional take, unless due care was exercised to avoid injury or death to a Mexican wolf.
 - Include provisions for take by pet owners of any Mexican wolf engaged in the act of killing, wounding, or biting pets on private or tribal land anywhere within the

1 modified and expanded MWEPA, provided that evidence of a freshly wounded or
2 killed pet by wolves is present.

- 3 • Include provisions for the issuance of permits on private or tribal land anywhere
4 within the modified and expanded MWEPA to allow livestock owners or their agents
5 to take any wolf that is present on private or tribal.

- 6 ➤ Develop and implement management actions on tribal land within the modified MWEPA by the
7 Service or an authorized agency in voluntary cooperation with tribal governments including but not
8 limited to initial release, translocation, capture, and removal of Mexican wolves if requested by the
9 tribal government. We would seek to continue the cooperative agreement entered into in 2000 with
10 the White Mountain Apache Tribe to allow wolves to occupy the Fort Apache Indian Reservation and
11 we would seek to enter into cooperative agreements for the management of wolves with other tribes
12 within the modified MWEPA. These cooperative agreements would be subject to successive renewal,
13 in which the Tribe has the option of allowing or prohibiting wolf re-establishment, whether through
14 natural dispersion, initial release from captivity, or translocation, on recognized tribal lands or
15 reservations.

- 16 ➤ Develop and implement management actions on private land within the modified MWEPA by the
17 Service or an authorized agency to benefit Mexican wolf recovery in voluntary cooperation with
18 private landowners, including but not limited to initial release and translocation of wolves if requested
19 by the landowner. Wolves present on private lands within the modified MWEPA would not be
20 subject to management removal except in the case of depredation incidents or other nuisance behavior
21 that cannot be effectively managed through non-removal techniques.

- 22 ➤ Implement a management plan (*Mexican Wolf Management Plan*) for the Mexican wolf for those
23 portions of Arizona and New Mexico that are outside of the modified MWEPA. Under this
24 alternative the proposed management plan would be implemented for those areas of Arizona and New
25 Mexico north of Interstate 40 and south of Interstate 10.

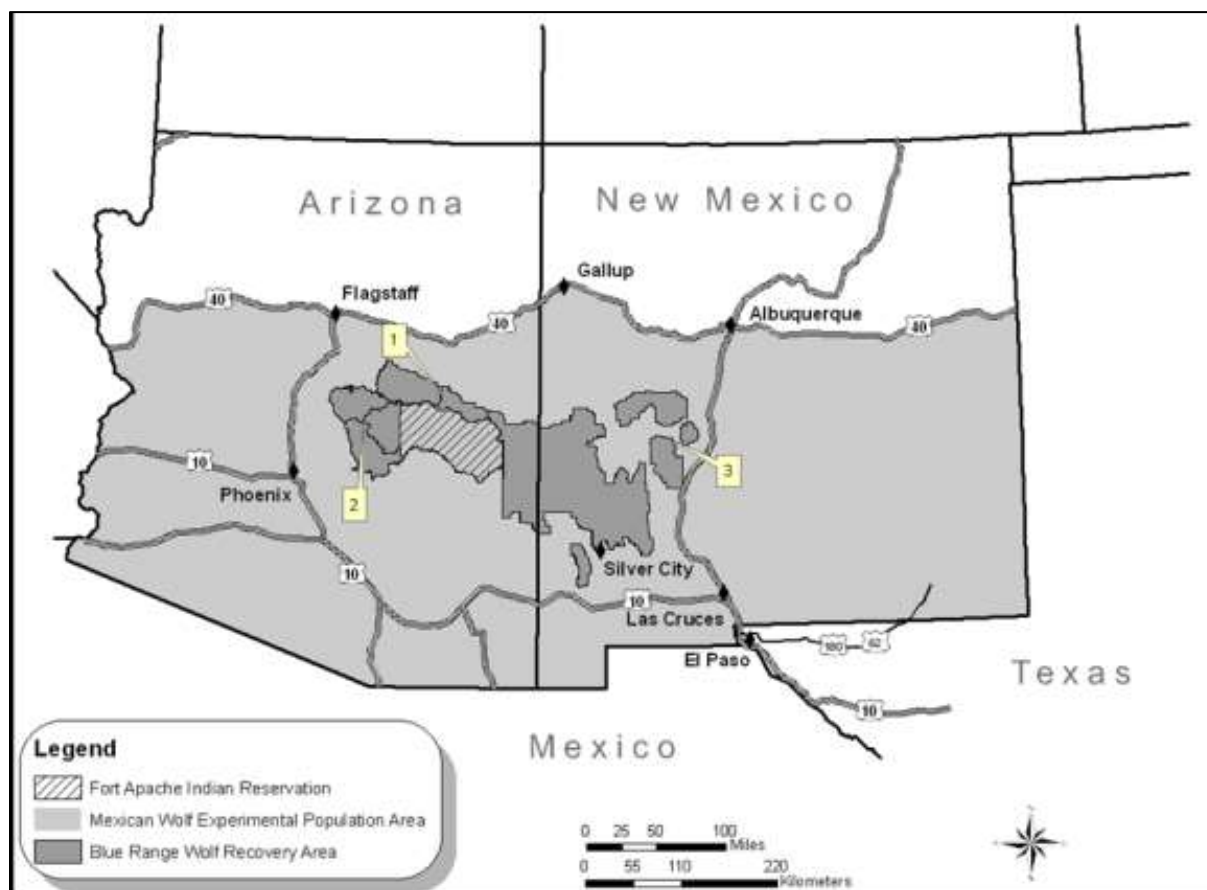


Figure 2-7. Alternative Four (Comprehensive Alternative) showing the proposed revision to the geographic boundaries for the Mexican wolf that: (1) remove the small portion of Texas lying north of U.S. Highway 62/80 to the Texas-New Mexico boundary from the Mexican Wolf Experimental Population Area (MWEPA); (2) expand the Blue Range Wolf Recovery Area (BRWRA) to include any or all of the ranger districts of the Sitgreaves National Forest (labeled as 1 in the map), three ranger districts within the Tonto National Forest (labeled as 2 in the map), one ranger district within the Cibola National Forest (labeled as 3 in the map); (3) move the southern boundary of the MWEPA in Arizona and New Mexico from Interstate-10 to the United States-Mexico international border; (4) eliminate the designation of the Primary Recovery Zone and Secondary Recovery Zone within the BRWRA; and (5) remove the designation of the White Sands Wolf Recovery Area as an area for the reintroduction of Mexican wolves.

2.3.5 No Action Alternative:

No changes to the 1998 Final 10(j) Rule for the Mexican wolf would be made and a Mexican Wolf Management Plan for those portions of Arizona and New Mexico not included in the Mexican Wolf Experimental Population Area (MWEPA) would not be implemented.

Under this alternative the current boundaries of the Blue Range Wolf Recovery Area (BRWRA) and MWEPA and the designation of the White Sands Wolf Recovery Area (WSWRA), as set under the guidelines of the 1998 Final 10(j) Rule, would be retained. The designations of the Primary Recovery Zone (PRZ) and Secondary Recovery Zone (SRZ) within the established BRWRA would be retained and the Reintroduction Project would continue to operate under the current management regulations

which restrict the initial release of captive-raised Mexican wolves to the PRZ of the BRWRA. We would make no change to the management policy that requires that Mexican wolves that naturally disperse and establish territories outside of the BRWRA be captured and returned to the BRWRA or placed in captivity. We would make no change to the provisions of the 1998 Final Rule for the limited take of Mexican wolves. Under this alternative landowners or their agents on private or tribal land anywhere in the MWEPA would not have the authority to take (see the definition of “take” provided in the List of Definitions) a wolf actually engaged in the act of killing, wounding, or biting pets. We would not correct the oversight of the Service which did not identify section 6 of the ESA as potential authorizing language for take pursuant to CFR 17.31 in the 1998 Final Rule nor would we modify the language of the Rule to identify “individuals” (that is, people who are not associated with an agency) as authorized to take Mexican wolves under specific circumstances. We would not eliminate the term “breeding pair” or modify the condition on “public lands” allotted for grazing in the MWEPA, including the BRWRA, for which livestock owners or their agents can be issued a permit under the Act to take wolves engaged in the act of killing, wounding, or biting “livestock” from “6 breeding pairs” to 100 Mexican wolves based on the most recently reported population count. We would not modify the definition of “unavoidable and unintentional take” by clarifying the phrase “due care” as including but not limited to the use of traps that have inside spreads of less than or equal to 6 in (15 cm), double-staking traps, checking traps once every 24 hours, and reporting the capture of a wolf within 24 hours to the Service’s Mexican Wolf Recovery Coordinator or a designated representative of the Service. We would not include provisions for the issuance of permits on private and tribal land anywhere within the MWEPA to allow livestock owners or their agents to take any wolf that is present on private or tribal land. While we would seek to continue the cooperative agreement entered into in 2000 with the White Mountain Apache Tribe to allow wolves to occupy the Fort Apache Indian Reservation and we would seek to enter into cooperative agreements with other tribes or private landowners within the currently configured MWEPA we would not seek to enter into cooperative agreements for the management of wolves with other tribes or private landowners within an expanded MWEPA. Under this alternative we would not implement a management plan (*Mexican Wolf Management Plan*) for the Mexican wolf for those portions of Arizona and New Mexico not included in the MWEPA.

2.3.6 Summary of Actions by Alternative

In this section we provide a tabular comparison of the actions of the Proposed Action and Alternatives.

	Alternative 1 (Proposed Action)	Alternative 2 (Expanded BRWRA)	Alternative 3 (Expanded MWEPA)	Alternative 4 (Comprehensive)	No Action Alternative
Boundary Changes					
<i>Remove the designation of the White Sands Wolf Recovery Area as an area for the reintroduction of Mexican wolves.</i>	X	X	X	X	

ENVIRONMENTAL IMPACT STATEMENT

	Alternative 1 (Proposed Action)	Alternative 2 (Expanded BRWRA)	Alternative 3 (Expanded MWEPA)	Alternative 4 (Comprehensive)	No Action Alternative
<i>Remove the portion of Texas lying north of U.S. Highway 62/180 to the Texas-New Mexico boundary from the Mexican Wolf Experimental Population Area (MWEPA).</i>	X	X	X	X	
<i>Move the southern boundary of the MWEPA in Arizona and New Mexico from Interstate 10 to the United States-Mexico international border.</i>			X	X	
<i>Expand the boundaries of the current BRWRA, to include any or all of the Sitgreaves National Forest and the Payson, Pleasant Valley, and Tonto Basin Ranger Districts of the Tonto National Forests in Arizona and the Magdalena Ranger District of the Cibola National Forest in New Mexico. As part of this expansion we would eliminate the designation of the Primary and Secondary Recovery Zone within the BRWRA.</i>		X		X	
Management Changes					
<i>Allow initial release of Mexican wolves from captivity to the wild throughout the entire BRWRA. This change would eliminate the need to define the Primary and Secondary Recovery Zone within the BRWRA.</i>	X	X	X	X	

ENVIRONMENTAL IMPACT STATEMENT

	Alternative 1 (Proposed Action)	Alternative 2 (Expanded BRWRA)	Alternative 3 (Expanded MWEPA)	Alternative 4 (Comprehensive)	No Action Alternative
<p><i>Allow Mexican wolves to disperse naturally from the BRWRA into the MWEPA and occupy the MWEPA.</i></p> <p>Note: In these alternatives the MWEPA is modified to remove the small portion of Texas lying north of U.S. Highway 62/180 to the Texas-New Mexico boundary.</p>	X	X			
<p><i>Allow Mexican wolves to disperse naturally from the BRWRA into the MWEPA and occupy the MWEPA.</i></p> <p>Note: In these alternatives the MWEPA is modified to remove the small portion of Texas lying north of U.S. Highway 62/180 to the Texas-New Mexico boundary and the southern boundary of the MWEPA in Arizona and New Mexico is moved from Interstate 10 to the United States-Mexico international border.</p>			X	X	
<p><i>Manage Mexican wolves in the MWEPA by reducing conflicts with humans and land uses through such means as hazing, trapping, translocations, and removals.</i></p>	X	X	X	X	
<p>Provisions for take (see the definition of “take” provided in the List of Definitions) of a Mexican wolf are modified to:</p>	X	X	X	X	

	Alternative 1 (Proposed Action)	Alternative 2 (Expanded BRWRA)	Alternative 3 (Expanded MWEPA)	Alternative 4 (Comprehensive)	No Action Alternative
<p><i>- Identify section 6 of the Act as authorizing language for take pursuant to 50 CFR 17.31 for state wildlife agencies with authority to manage Mexican wolves under the nonessential experimental population rule.</i></p> <p><i>- Clarify that an individual can be authorized to take Mexican wolves under specific circumstances.</i></p> <p><i>-Revise the conditions that determine when we would issue a permit to livestock owners or their agents to allow take of Mexican wolves that are engaged in the act of killing, wounding or biting livestock on public lands allotted for grazing from “6 breeding pairs” to “100 Mexican wolves” to be consistent with our population objective of establishing a population of at least 100 wolves.</i></p> <p><i>- Revise the prohibitions for take such that taking a Mexican wolf with a trap, snare, or other type of capture device within occupied Mexican wolf range is prohibited and will not be considered unavoidable or unintentional take, unless due care was exercised to avoid injury or death to a Mexican wolf.</i></p>					

ENVIRONMENTAL IMPACT STATEMENT

	Alternative 1 (Proposed Action)	Alternative 2 (Expanded BRWRA)	Alternative 3 (Expanded MWEPA)	Alternative 4 (Comprehensive)	No Action Alternative
<p>Provisions for take (see the definition of “take” provided in the List of Definitions) of a Mexican wolf are modified to:</p> <p>- Include provisions for take by pet owners of any Mexican wolf engaged in the act of killing, wounding, or biting pets on private or tribal land anywhere within the MWEPA; provided that evidence of a freshly wounded or killed pet by wolves is present.</p> <p>- Include provisions for the issuance of permits on private or tribal land anywhere within the MWEPA to allow livestock owners or their agents to take any Mexican wolf that is present on private or tribal land and what conditions must be met before such a permit is issued.</p>				X	
Management Actions					
<p>Develop and implement management actions on private land within the MWEPA by the Service or an authorized agency to benefit Mexican wolf recovery in voluntary cooperation with private landowners, including but not limited to initial release and translocation of wolves if requested by the landowner. Wolves present on private lands within the</p>	X	X	X	X	

ENVIRONMENTAL IMPACT STATEMENT

	Alternative 1 (Proposed Action)	Alternative 2 (Expanded BRWRA)	Alternative 3 (Expanded MWEPA)	Alternative 4 (Comprehensive)	No Action Alternative
<i>MWEPA would not be subject to management removal except in the case of depredation or other nuisance behavior that cannot be effectively managed through non-removal techniques.</i>					
<i>Develop and implement management actions on tribal land within the MWEPA by the Service or an authorized agency in voluntary cooperation with tribal governments including but not limited to initial release, translocation, capture, and removal of Mexican wolves if requested by the tribal government.</i>	X	X	X	X	
Implementation of a management plan					
<i>Implement a management plan (Mexican Wolf Management Plan) for the Mexican wolf for those portions of Arizona and New Mexico that are outside of the MWEPA.</i> Note: Under Alternatives One and Two the proposed management plan would be implemented for those areas of Arizona and New Mexico north of Interstate 40 AND south of Interstate 10.	X	X			
<i>Implement a management plan (Mexican Wolf Management Plan) for the Mexican wolf for those portions of Arizona and New</i>			X	X	

	Alternative 1 (Proposed Action)	Alternative 2 (Expanded BRWRA)	Alternative 3 (Expanded MWEPA)	Alternative 4 (Comprehensive)	No Action Alternative
<i>Mexico not included in the MWEPA.</i> Note: Under Alternatives Three and Four the proposed management plan would be implemented only for the area of Arizona and New Mexico north of Interstate 40.					

Table 2-1. Summary of Actions by Alternative.

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2
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5

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News Release

Public Affairs Office
PO Box 1306
Albuquerque, NM 87103
505/248-6911
505/248-6915 (Fax)

Southwest Region (Arizona • New Mexico • Oklahoma • Texas) www.fws.gov/southwest/

For Release: August 2, 2013

Contacts: Tom Buckley, (505) 248-6455, Tom_Buckley@fws.gov

Service seeks Public Input on Development of a Draft Environmental Impact Statement on Mexican Wolves

Agency analyzing proposed revisions to the nonessential experimental population and management plan implementation

The U.S. Fish and Wildlife Service (Service) is seeking input from the public on two issues relating to the Mexican wolf (*Canis lupus baileyi*) under the Endangered Species Act. The Service is soliciting comments and suggestions on two preliminary draft chapters of an Environmental Impact Statement (EIS) examining the potential environmental impacts of a proposed rule to revise the existing nonessential experimental population designation of the Mexican wolf.

A 45-day public comment period begins with publication of this notice in the *Federal Register* on August 5, and will end on September 19, 2013.

The Service has developed several potential alternatives to support progress toward our reintroduction objective of establishing a viable, self-sustaining population of Mexican wolves in the Mexican Wolf Experimental Population Area, and to more effectively manage Mexican wolves throughout Arizona and New Mexico. The Service has not yet determined what the preferred alternative will be, and recognizes that there may be other reasonable alternatives that should be considered. Therefore, the Service is seeking comments and suggestions from all interested parties on a number of issues for consideration in preparation of the draft Environmental Impact Statement (dEIS).

The Service is also seeking comments on implementation of a management plan for Mexican wolves in areas of Arizona and New Mexico that are outside of the current Mexican Wolf Experimental Population Area. Together, the proposed rule and the proposed management plan will be the proposed action analyzed in the EIS.

The alternatives selected will be analyzed in the dEIS. The Service will give the public separate notice of the availability of the dEIS when it is completed. At that time, the Service plans to open an additional comment period, and hold public hearings and informational sessions so that

interested and affected people may comment on the dEIS and have additional input into the development of a final EIS.

The Notice of Intent (NOI) to prepare an EIS that will publish in the *Federal Register* on August 5 provides instructions on commenting and directions on accessing the documents we are making available for review.

The Service has developed a webpage for NEPA planning on the Mexican Wolf Recovery Program website and, in cooperation with the U.S. Department of Agriculture Forest Service Southwest Region, has established dEIS planning document repositories at the Forest Supervisor Offices for the National Forests throughout the project study area. Addresses for these offices are in the NOI.

For further information and to access the documents available for review, members of the public can visit those locations or visit our website:

http://www.fws.gov/southwest/es/mexicanwolf/NEPA_713.cfm. The documents will also be at <http://www.regulations.gov>. Search for FWS–R2–ES–2013–0098.

America’s fish, wildlife and plant resources belong to all of us, and ensuring the health of imperiled species is a shared responsibility. We’re working to actively engage conservation partners and the public in the search for improved and innovative ways to conserve and recover imperiled species.

The mission of the U.S. Fish and Wildlife Service is working with others to conserve, protect, and enhance fish, wildlife, plants, and their habitats for the continuing benefit of the American people. We are both a leader and trusted partner in fish and wildlife conservation, known for our scientific excellence, stewardship of lands and natural resources, dedicated professionals, and commitment to public service. For more information on our work and the people who make it happen, visit www.fws.gov. Connect with our Facebook page at www.facebook.com/usfws, follow our tweets at www.twitter.com/usfwshq, watch our YouTube Channel at <http://www.youtube.com/usfws> and download photos from our Flickr page at <http://www.flickr.com/photos/usfwshq>.

-FWS-

<http://www.fws.gov/southwest>

ARF-2084

Regular Agenda Item 2. D.

Regular BOS Meeting

Meeting Date: 09/17/2013

Submitted For: Don McDaniel Jr., County Manager Submitted By: Don McDaniel Jr., County Manager, County Manager

Department: County Manager

Fiscal Year: 2013-2014 Budgeted?: Yes

Contract Dates June 30, 2014 Grant?: No

Begin & End:

Matching No Fund?: Renewal
Requirement?:

Information

Request/Subject

Town of Payson Intergovernmental Agreement (IGA) for an economic development grant for a northern Gila County economic development publicity program, a northern Gila County regional web site/software, and a northern Gila County regional economic development plan, sponsorship of a fiddlers contest, sponsorship of the Mountatin High Games and sponsorship of a soccer tournament.

Background Information

The Town of Payson has requested \$43,400 in funding for sponsorship of a fiddlers contest, sponsorship of the Mountain High Games, sponsorship of a soccer tournament, and funding for a northern Gila County economic development publicity program, a regional web site/software, and a regional economic development plan.

Evaluation

The County has a limited amount in the Community Agency and Economic Development Fund in the adopted 2013/2014 Gila County Budget, but there is a sufficient balance to fund Payson's requests.

Conclusion

The Town of Payson is in need of the County's support to sponsor various community events and to fund an economic development plan and program thereby enhancing the economic welfare of the inhabitants of the County.

Recommendation

Supervisor Martin recommends that the Board of Supervisors approve the Intergovernmental Agreement between the Town of Payson and Gila County in an amount not to exceed \$43,400.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement between Gila County and the Town of Payson for an economic development grant in an amount not to exceed \$43,400 to fund various community events, and to fund an economic development plan and program which the Board of Supervisors determines will improve or enhance the economic welfare of the inhabitants of Gila County.
(Supervisor Tommie Martin)

Attachments

Payson ED Grant Request

Payson IGA-Economic Development Grant

Legal Explanation



Town of Payson
303 N. Beeline Hwy
Payson, AZ 85541

928/474-5242 Ext. 222
928/474-4610 Fax
928/978-2521

Office of the Mayor

September 6, 2013

County Economic Development Funding Request

Request for \$ 43,400.00:

Sponsorship of Fiddlers contest (2013)*	\$ 2,500.00
Sponsorship of Mountain High Games (2014)*	\$ 5,000.00
Sponsorship of Soccer Tournament (2013)*	\$ 2,500.00
NGC ED publicity program**	\$ 10,000.00
NGC regional website ***software	\$ 8,400.00
NGC regional ED plan ***	<u>\$ 15,000.00</u>
	\$ 43,400.00

*These are events and amounts historically co-sponsored by Gila County with all of the appropriate signage, media releases, etc.

** This program will share resources in different media to develop and highlight little-known to well-known destination day-trips and week-long and weekend stays based out of Northern Gila County motels/hotels and campgrounds

*** This regional website, filling an economic development gap and highlighting all communities in Northern Gila County, will be maintained/ updated by the Town of Payson, with information coming from any source, and will have at least the following pages:

Economic Development

Tourism

Attractions

Governments (a link to the sites of the governments)

Emergency Responders (a link to all Police, Sheriff, Fire, Emergency Mgt., USFS, etc.)

Area Contacts (a link to utilities, hospital, paper, etc.)

****This will be used as seed money to develop a comprehensive Northern Gila County Regional Economic Development Plan that will surface and then form a base to show the strengths, weaknesses, needs, opportunities, etc.

If you need any further information, do not hesitate to call.

Respectfully submitted,


Kenny Evans

INTERGOVERNMENTAL AGREEMENT NO. 090913
BETWEEN
GILA COUNTY
AND
TOWN OF PAYSON

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2013, by and between Gila County, hereinafter referred to as "County" and the Town of Payson, hereinafter referred to as "the Town".

RECITALS

WHEREAS, the Gila County Board of Supervisors desire to provide funding to the Town in order to further the economic development potentials of the Town for various activities and events; and

WHEREAS, the Town has requested funding to aid in the Towns' efforts to increase revenue within the Town by sponsoring various activities and events; and

WHEREAS, the County has determined that the purpose of this funding request is public and that the expenditure of these funds will improve or enhance the economic welfare of the inhabitants of the County.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide \$43,400 in an Economic Development Grant to the Town, for various functions as they arise between January 1, 2013 and June 30, 2014, to further the economic development of the County.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. The Gila County Board of Supervisors will contribute the sum of \$43,400 in the form of an Economic Development Grant to the Town for the benefit of the public.

2. The Grant will be used by the Town to help pay for operating costs for various functions and events sponsored by the Town of Payson, including but not limited to;
 - a. Sponsorship of the Old Time Fiddler's Contest & Acoustic Music Celebration to be held on September 27-29, 2013, in the amount of \$2,500;
 - b. Sponsorship of the Mountain High Games to be held on or around June 2014, in the amount of \$5,000;
 - c. Sponsorship of the Soccer Tournament to be held in Rumsey Park on September 6-8, 2013, in the amount of \$2,500;
 - d. Northern Gila County Economic Development Publicity program, in the amount of \$10,000. This program will share resources in different media to develop and highlight little-known to well-known destination day-trips and week-long weekend stays based out of Northern Gila County motels/hotels and campgrounds;
 - e. Northern Gila County regional website software, in the amount of \$8,400. This regional website, filling an economic development gap and highlighting all communities in Northern Gila County, will be maintained/updated by the Town of Payson, with information coming from any source, and will have at a minimum, the following pages: Economic Development, Tourism, Attractions, Governments (a link to the sites of the Governments), Emergency Responders (a link to all Police, Sheriff, Fire, Emergency Management, USFS, etc...), Area Contacts (a link to all utilities, hospital, paper, etc...);
 - f. Northern Gila County Regional Economic Development Plan, in the amount of \$15,000. These funds will be used as seed money to develop a comprehensive Northern Gila County Regional Economic Development Plan that will surface and then form a base, to show the strengths, weaknesses, needs, opportunities, etc...
3. The Town agrees to credit the County's Economic Development Grant funding as follows:
 - Billing as Corporate Sponsor for the overall Mountain High Games Events and Activities
 - Logo on all promotional material, including poster and print advertising
 - Logo placed in Official Event Program
 - Primary position on the Town of Payson event Specific Website page
 - 10 x 10 Exhibition booth at the venue (Space only)
 - Sponsor mentions in radio ads
 - Eight (8) 3 x 10 Banners to be hung at event
 - Five (5) Daily Sponsor mentions from announcer
 - Logo on official Event T-Shirts
 - ½ Page ad in the Event Guide printed by the Roundup Newspaper
 - Mentions on Facebook as corporate sponsor
 - Top billing in Town emails as the event is promoted.
4. Notices

All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Town of Payson
Attn: Kenny Evans
303 N. Beeline Highway
Payson, Arizona 85541

Gila County Board of Supervisors
Attn: Don McDaniel, Jr.
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

1. Indemnification: The Town shall indemnify, defend and hold harmless, County, it's officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the Town, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.
2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
3. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.
4. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
5. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
6. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or the Town does not appropriate sufficient monies for the purpose of maintaining this Agreement.

IN WITNESS THEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY

Michael A. Pastor, Chairman
Gila County Board of Supervisors

ATTEST

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney

TOWN OF PAYSON-PARKS AND RECREATION

Kenny Evans
Town of Payson, Mayor

APPROVED AS TO FORM:

Tim Wright, Town Attorney



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-2105

Consent Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 09/17/2013

Submitted For: Don McDaniel Jr., County Manager
Submitted By: Marian Sheppard, Clerk, BOS, Clerk of the Board of Supervisors

Department: County Manager

Information

Request/Subject

Adoption of Resolution No. 13-09-03 Regarding County Holidays

Background Information

In 2009, legislation was enacted which allowed a county board of supervisors by resolution to designate the fourth Friday in November as a legal holiday in place of the second Monday in October.

On December 15, 2009, the Board of Supervisors adopted Resolution No. 09-12-02 which amended Rule 23.2-*Holidays* of the Gila County Merit System Rules and Policies Handbook designating the fourth Friday in November as a legal holiday in place of the second Monday in October.

Evaluation

During the 2013 legislative session, an amendment to Section 11-413-*County offices; business periods*, Arizona Revised Statutes, was approved by the Governor on April 29, 2013, as follows:

A. Every county officer, except the sheriff, shall keep the officer's office open for ~~not less than~~ AT LEAST forty hours each week or ~~not less than~~ AT LEAST thirty-two hours each week if the week contains a day that is a legal holiday. Notwithstanding section 1-301, for the purposes of opening county offices for the transaction of business, the board of supervisors of any county by resolution may designate the ~~fourth~~ fourth Friday AFTER THE FOURTH THURSDAY in November as a legal holiday in place of the second Monday in October. If the board of supervisors makes such a designation, every county officer, except the sheriff, shall keep the officer's office open for ~~not less than~~ AT LEAST twenty-four hours for that November week.

Conclusion

In order to adhere to recent changes made to Section 11-413 of the Arizona Revised Statutes, it is necessary for the Board of Supervisors to adopt Resolution No. 13-09-03 to amend Rule 23.2-*Holidays* of the Gila County Merit System Rules and Policies Handbook.

Recommendation

It is recommended that the Board of Supervisors adopt Resolution No. 13-09-03, which will replace previously adopted Resolution No. 09-12-02.

Suggested Motion

Approval to adopt Resolution No. 13-09-03 amending Rule 23.2-*Holidays* of the Gila County Merit System Rules and Policies Handbook, designating the Friday after the fourth Thursday in November as a legal holiday in place of the second Monday in October.

Attachments

Resolution No. 13-09-03

Rule 23.2

House Bill 2212

Resolution No. 09-12-02



RESOLUTION NO. 13-09-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AMENDING RULE 23.2-HOLIDAYS OF THE GILA COUNTY MERIT SYSTEM RULES AND POLICIES HANDBOOK, DESIGNATING THE FRIDAY AFTER THE FOURTH THURSDAY IN NOVEMBER AS A LEGAL HOLIDAY IN PLACE OF THE SECOND MONDAY IN OCTOBER.

WHEREAS, Rule 23.2-Holidays of the Gila County Merit System Rules and Policies Handbook lists ten (10) paid holidays per year; and,

WHEREAS, on December 15, 2009, the Board of Supervisors adopted Resolution No. 09-12-02 which amended Rule 23.2-Holidays of the Gila County Merit System Rules and Policies Handbook, designating the fourth Friday in November as a legal holiday in place of the second Monday in October in accordance with Section 11-413, Arizona Revised Statutes, for the benefit of county employees and due to the fact that a majority of county employees, except those in essential services, take off the day after Thanksgiving; and

WHEREAS, Section 11-413-County offices; business periods, Arizona Revised Statutes, was amended during the 2013 Legislative Session, as follows: *A. Every county officer, except the sheriff, shall keep the officer's office open for ~~not less than~~ AT LEAST forty hours each week or ~~not less than~~ AT LEAST thirty-two hours each week if the week contains a day that is a legal holiday. Notwithstanding section 1-301, for the purposes of opening county offices for the transaction of business, the board of supervisors of any county by resolution may designate the ~~fourth~~ Friday AFTER THE FOURTH THURSDAY in November as a legal holiday in place of the second Monday in October. If the board of supervisors makes such a designation, every county officer, except the sheriff, shall keep the officer's office open for ~~not less than~~ AT LEAST twenty-four hours for that November week; and,*

WHEREAS, the Board of Supervisors is desirous of adhering to recently amended changes to Section 11-413, Arizona Revised Statutes.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Gila County hereby amends Section 23.2, *Holidays* of the Gila County Merit System Rules and Policies Handbook in accordance with recent amendments made to Section 11-413, Arizona Revised Statutes, designating the Friday after the fourth Thursday in November as a legal holiday in place of the second Monday in October.

BE IT FURTHER RESOLVED that this resolution replaces previously adopted Resolution No. 09-12-02.

PASSED AND ADOPTED this 17th day of September 2013, at Globe, Gila County, Arizona.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

APPROVED AS TO FORM:

Bryan B. Chambers
Deputy Attorney Principal

RULE 23 – Attendance, Holidays and Leave

This policy covers all employees in the classified service. Sections 23.7 and 23.12 cover employees in the unclassified service, although nothing in this policy waives the at will status of an unclassified employee.

23.1 Basic Work Week. Except as otherwise provided, the regular basic work week of full-time County employees shall be forty (40) hours, normally consisting of eight (8) hours per day, Monday through Friday. Modifications to this provision, in order to provide essential County services, may be made subject to any federal, state or Constitutional limitations relating to hours of work.

23.2 Holidays.

A. Employees occupying regular positions shall be allowed time off with pay as provided for by County policy for those holidays recognized by Gila County, provided the employee is not on leave without pay on the employee's work days immediately preceding and following the day on which the holiday is observed. Employees required to work holidays in order to provide essential services shall receive for each such holiday worked compensation or compensatory time off as allowed by Federal or State law or as provided in the Gila County Merit System Rules and Policies. The holidays recognized by Gila County are as follows:

1. January 1	New Year's Day
2. Third Monday in January	MLK/Civil Rights Day
3. Third Monday in February	Lincoln/Washington Day
4. Last Monday in May	Memorial Day
5. July 4	Independence Day
6. First Monday in September	Labor Day
7. November 11	Veteran's Day
8. Fourth Thursday in November	Thanksgiving Day
9. Friday after the Fourth Thursday in November	Day After Thanksgiving Day
10. December 25	Christmas Day

B. Unless otherwise necessary due to circumstances, County offices shall be closed on each of the ten holidays listed above. If Holidays (1), (5), (8) or (10) fall on a Sunday, the holiday shall be observed on the following Monday. If Holidays (1), (5), (8), or (10) fall on a Saturday, the holiday shall be observed on the preceding Friday.

House Engrossed

State of Arizona
House of Representatives
Fifty-first Legislature
First Regular Session
2013

CHAPTER 131
HOUSE BILL 2212

AN ACT

AMENDING SECTIONS 11-413 AND 12-127, ARIZONA REVISED STATUTES; RELATING TO
LEGAL HOLIDAYS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Section 11-413, Arizona Revised Statutes, is amended to
3 read:

4 11-413. County offices; business periods

5 A. Every county officer, except the sheriff, shall keep the officer's
6 office open for ~~not less than~~ AT LEAST forty hours each week or ~~not less than~~
7 AT LEAST thirty-two hours each week if the week contains a day that is a
8 legal holiday. Notwithstanding section 1-301, for the purposes of opening
9 county offices for the transaction of business, the board of supervisors of
10 any county by resolution may designate the ~~fourth~~ Friday AFTER THE FOURTH
11 THURSDAY in November as a legal holiday in place of the second Monday in
12 October. If the board of supervisors makes such a designation, every county
13 officer, except the sheriff, shall keep the officer's office open for ~~not~~
14 ~~less than~~ AT LEAST twenty-four hours for that November week.

15 B. The criminal division of the sheriff's office shall be open at all
16 times.

17 Sec. 2. Section 12-127, Arizona Revised Statutes, is amended to read:

18 12-127. Days for transaction of business; exceptions

19 A. The superior court shall at all times be open for transaction of
20 business except on nonjudicial days. ~~No~~ THE SUPERIOR COURT SHALL NOT
21 TRANSACT business ~~shall be transacted~~ on a legal holiday except:

22 1. To give, on its request, instructions to a jury deliberating on its
23 verdict.

24 2. To receive a verdict or discharge a jury.

25 3. For the exercise of the powers of a magistrate in a criminal action
26 or in a proceeding of a criminal nature.

27 B. Writs of injunction, attachment, garnishment, replevin and
28 prohibition may be issued and served on any day.

29 C. With the approval of the presiding judge of the county, business
30 shall be transacted in the division of the superior court of that county on
31 the second Monday in October if the board of supervisors designates the
32 ~~fourth~~ Friday AFTER THE FOURTH THURSDAY in November a legal holiday in place
33 of the second Monday in October.

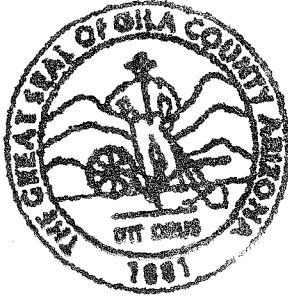
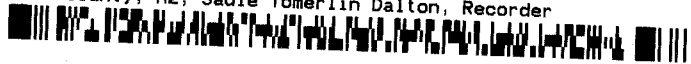
34 D. A division of the superior court shall not be open for the
35 transaction of business on the ~~fourth~~ Friday AFTER THE FOURTH THURSDAY in
36 November if the division of the superior court of that county is open for the
37 transaction of business on the second Monday in October pursuant to
38 subsection C OF THIS SECTION.

APPROVED BY THE GOVERNOR APRIL 29, 2013.

FILED IN THE OFFICE OF THE SECRETARY OF STATE APRIL 30, 2013.

When recorded
return to:
Marian Sheppard, BOS
(12/15/09 #16)

2009-015599 RESL Page: 1 of 1
12/24/2009 01:20:48 PM
Rec Fee: \$0 Bos Receipt #: 09-8221
Gila County, Az, Sadie Tomerlin Dalton, Recorder



RESOLUTION NO. 09-12-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AMENDING RULE 23.2-HOLIDAYS, OF THE GILA COUNTY MERIT SYSTEM RULES AND POLICIES HANDBOOK, DESIGNATING THE FOURTH FRIDAY IN NOVEMBER AS A LEGAL HOLIDAY IN PLACE OF THE SECOND MONDAY IN OCTOBER.

WHEREAS, Rule 23.2, *Holidays*, of the Gila County Merit System Rules and Policies Handbook lists 10 paid holidays per year; and,

WHEREAS, Section 11-413, Arizona Revised Statutes, *County offices; business periods*, was amended during the 2009 Legislative Session to read, in part, that, "...the board of supervisors of any county by resolution may designate the fourth Friday in November as a legal holiday in place of the second Monday in October, if the board of supervisors makes such a designation, every county officer, except the sheriff, shall keep the officer's office open for not less than twenty-four hours for that November week."


WHEREAS, the Board of Supervisors is desirous of making this change for the benefit of county employees and due to the fact that a majority of county employees, except those in essential services, take off the day after Thanksgiving.

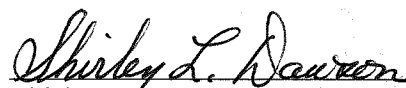
NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Gila County hereby amends Section 23.2, *Holidays*, of the Gila County Merit System Rules and Policies Handbook, designating the fourth Friday in November as a legal holiday in place of the second Monday in October.

PASSED AND ADOPTED this 15th day of December 2009, at Globe, Gila County, Arizona.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS


Steven L. Besich, Clerk


Shirley L. Dawson, Chairman



ARF-2068

Consent Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 09/17/2013

Submitted For: Bradley
Beauchamp,
County
Attorney

Submitted By:
Brenda Van Haren, Victim Witness
Advocate, County Attorney

Department: County Attorney

Fiscal Year: 2013-2014 Budgeted?: Yes

Contract Dates July 1, 2013 Grant?: No

Begin & End: to June 30,
2014

Matching No Fund?: Renewal
Requirement?:

Information

Request/Subject

FY 2014 Victims' Rights Program Award Agreement No. 2014-004 with the Office of the Attorney General.

Background Information

Monies are distributed and received by the Attorney General pursuant to A.R.S. 41-2401 and A.R.S. 8-418 and constitute a continuing appropriation. These monies are also subject to legislative appropriation. The allocated funding received from the Attorney General's Office provides for salary and employee-related expenses of a full-time Victim-Advocate / Notification Clerk within the Gila County Attorney's Office. FY2014 award in the amount \$34,000 has no financial impact on Gila County and requires no matched funds from the County.

Evaluation

The award of \$34,000 is used to cover existing employee salaries and employee related expenses commencing July 1, 2013, and terminating on June 30, 2014. The funding agreement is used to support costs of implementing victims' rights laws mandated by the provisions of Arizona Revised Statutes Title 13, Crime Victims' Rights, and Title 8, Victims' Rights for Juvenile Offenses.

Conclusion

The intent of the program funds is two-fold - one, to provide financial support to the Gila County Attorney's Office charged with performing the duties under A.R.S. Title 13 and A.R.S. Title 8, and two, to encourage efficient and effective use of resources to meet statutory requirements aimed at ensuring victims' rights and access to justice. Mandated services provided to victims include, but are not limited to notification of all court hearings, court escorts, victim compensation, provide emotional support, assist in transportation, scheduling interviews with prosecutors and to assist with any other social service needs. These funds are essential to carrying out these duties.

Recommendation

It is recommended by the Gila County Attorney that the Board accept and approve the FY2014 Victims' Rights Program Award Agreement No. AG# 2014-004 in the amount of \$34,000 for the salary / benefits of a full-time Victim Advocate in the County Attorney's Office.

Suggested Motion

Approval of FY 2014 Victims' Rights Program Award Agreement No. AG# 2014-004 between the Gila County Attorney's Office and the Arizona Attorney General's Office in the amount of \$34,000 to cover the existing salary and employee-related expenses for a full-time advocate, with no cash match funds required, and for the period July 1, 2013, through June 30, 2014.

Attachments

VRP award agreement

Legal Explanation

BOARD OF SUPERVISORS
MEETING September 17, 2013

Office of the Attorney General
FY 2014 Victims' Rights Program (VRP)
Award Agreement



State of Arizona
Office of the Attorney General
FY 2014 Victims' Rights Program (VRP)

AWARD AGREEMENT

A.G. #: 2014-004

RECIPIENT

Name:	Gila County Attorney's Office
Contact:	Brenda Van Haren
Address:	155 South Broad Street, Globe, AZ 85501
Award Amount:	\$ 34,000
Purpose:	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting Prosecutorial as an entity type.

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 -- *Victims' Rights Fund*.

This AGREEMENT is made this first day of July 2013, by and between the Arizona Attorney General, and the AGENCY, the "Contractor", to commence on July 1, 2013 and terminate June 30, 2014. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown AWARD subject to Contractor's agreement as follows:

I. The Contractor agrees:

- A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7.
- B. Award funds will be used only for *allowable costs* that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties (*services*), as described in the *Program Guidelines - Section IV*, and as specified in Contractor's approved \$34,000 award budget as follows:

Personnel:	\$23,800.00	Legal Secy - 75%
Benefits:	\$10,200.00	
Consulting:	\$ 0.00	
Operating:	\$ 0.00	
Equipment:	\$ 0.00	
- C. To complete and submit, on or before August 8, 2014, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).
- D. To comply with FY 2014 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.
- E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.
- F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. § 35-214.
- G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.

- H. In the event that a federal or state court or administrative agency, after a due process hearing, makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, age, or handicap against the program, the Contractor will forward a copy of the findings to the Attorney General within ten calendar days of the written findings.
- I. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants it compliance with AAC Section A.R.S. § 23-214, Subsection A.
- J. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

II. It is further agreed between the parties as follows:

- A. To use arbitration in the event of disputes and to the extent required by A.R.S. § 12-1518.
- B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.
- C. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 8, 2014, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- D. Any and all award funds not expended by June 30, 2014, will be returned to the Attorney General.
- E. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the day and year first above written.

FOR THE ATTORNEY GENERAL:

Jerry Connolly, Procurement Manager

Date

FOR THE CONTRACTOR:

Authorized Signature

Date

Michael A. Pastor, Chair
Printed Name and Title

ATTEST:

APPROVED AS TO FORM:

Clerk of the Governing Board (if applicable) Date

Marian Shepard

Legal Counsel (if applicable) Date

Bryan B. Chambers



TOM HORNE
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
CRIMINAL DIVISION/OFFICE OF VICTIMS' SERVICES

JACOB SCHMITT
STATE VICTIMS' RIGHTS
ADMINISTRATOR
602-542-8451
JACOB.SCHMITT@AZAG.GOV

August 21, 2013

Brenda Van Haren
Victim Services Director
Gila County Attorney's Office
155 South Broad Street
Globe, AZ 85501

Dear Ms. Van Haren:

Congratulations to you and your agency for having been awarded the Victims' Rights Program funds from the Arizona Attorney General's Office. Enclosed is the FY 2014 *Award Agreement* between this office and the **Gila County Attorney's Office**. Please have the person authorized to contract for your agency sign the *Award Agreement* and return the original to:

Arizona Attorney General
Office of Victim Services
Attn: Jacob Schmitt, State Victims' Rights Administrator
1275 West Washington Street
Phoenix, AZ 85007

Distribution of your funding award is contingent upon return receipt of your signed *Award Agreement*. A completed copy of the signed *Award Agreement* will accompany your funding award. This fiscal year, awards will be distributed as follows:

- If your agency was approved for an equipment purchase, you will receive the approved equipment purchase amount in your first installment. In addition, you will receive half of your agency's remaining amount in your first installment. The remainder of the funds will be distributed by January 31, 2014.
- If your agency did not receive approval for an equipment purchase, you will receive half of your agency's approved amount in your first installment. The remainder of the funds will be distributed by January 31, 2014.

Please contact me at (602) 542-8451, or by email at Jacob.Schmitt@azag.gov if you have any further questions. Thank you for your commitment in supporting victims of crime.

Sincerely,

Jacob Schmitt, MPA
State Victims' Rights Administrator



Arizona Attorney General's Office of Victim Services
Victims' Rights Program

VICTIMS' RIGHTS PROGRAM GUIDELINES

I. PURPOSE

The Victims' Rights Program (VRP) was established to promote, improve, maintain, and enhance the ability for victims of crime to become an integral part of the criminal justice process. The VRP provides financial assistance to local and state entities affected by A.R.S. Title 13, Chapter 40 (Crime Victims' Rights) and A.R.S. Title 8, Chapter 3, Article 7 (Victims' Rights for Juvenile Offenses). The intent of the VRP is to encourage efficient and effective use of resources to meet statutory requirements and to promote statutory compliance aimed at ensuring victims' access to justice.

The goals of the Victims' Rights Program are to:

1. Improve the quality of justice through the adoption or modification of policies and procedures that provide for implementation of criminal and juvenile victims' rights laws.
2. Promote meaningful participation for victims in the criminal and juvenile justice processes by assuring that affected agency and court personnel achieve a factual and practical understanding of victims' rights provisions and their responsibilities.
3. Establish and maintain systems and procedures to provide for accurate and efficient victims' rights notification operations.
4. Stimulate efforts to economize the resources required for meeting statutory mandates through the use of technology.
5. Minimize the potential duplication of efforts and resources, by and between, those entities whose duties are mandated under both juvenile and criminal victims' rights statutes.
6. Encourage quality, coordination and uniformity in the development and use of forms and other materials that are given to victims as a means of communicating victims' lawful rights.

II. ELIGIBILITY

VRP funding may be awarded to government entities identified and charged in A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7, with providing services that ensure victims' access to justice and due process in the criminal and juvenile justice systems.

Law enforcement agencies with victims' rights responsibilities include all **municipal police** and **county sheriff departments**. As **custodial agencies**, **municipal jails**, **sheriff departments** and **juvenile detention centers** also have victims' rights duties by virtue of their authority over jail operations and facilities and jurisdiction to detain juveniles. The **prosecutorial agencies** that provide victims' rights services include all **City Prosecutor**, **County Attorney** and **Attorney General's Offices**. The Attorney General's Office also has victims' rights obligations when it represents the State in direct appeals. **Courts** having obligations under victims' rights laws include **Justice of the Peace** and **Municipal Courts**, as well as **County Superior Courts** and **Probation Departments**. **Juvenile Courts'** obligations under victims' rights laws are exercised primarily through their **Juvenile Probation Departments**. The **Department of Corrections**, **Department of Juvenile Corrections**, **Board of Executive Clemency**, and **Department of Health Services** are state agencies that have victims' rights duties related to a defendant's incarceration, treatment and release status.

III. PRIORITIES

- Notifying legal entities in accordance with § 13-4404 and § 8-385.
- Informing/notifying victims, upon initial contact, of community resources, rights information and request/waiver procedures, in accordance with § 13-4405(A)-(F) and § 8-386(A)-(F).
- Informing/notifying victims of arrests in connection with § 13-4405(A)(3)(f) and § 8-386(A)(3)(f).
- Informing/notifying victims of releases in connection with § 13-4405(A)(3)(g) and § 8-386(A)(3)(g).
- Informing victims of the date, time, and place of initial appearance(s) pursuant to § 13-4405(A)(3)(g) and § 13-4406.
- Informing victims of the right to receive a free copy of the police report at no charge pursuant to § 13-4405(A)(3)(i).
- Providing victims with a copy of terms and conditions of release pursuant to § 13-4407 and § 8-387.
- Notifying victims of the conditions of juveniles' acceptance into diversion programs, including restitution requirements, and of the right to be notified of the juveniles' completion or termination from diversion programs in accordance with § 8-388.
- After charging, notifying victims of their pre-conviction/pre-disposition rights, how a case is prosecuted, the charges filed against the accused, how to confer with the prosecutor, and who to contact for more information, pursuant to § 13-4408(A) and § 8-389(A).
- Notifying victims of the reasons for declining to proceed with prosecutions and notifying victims of the right to confer with the prosecutor prior to declination pursuant to § 13-4408(B) and § 8-389(B).
- Notifying victims of scheduled proceedings in accordance with § 13-4409(C) and § 8-390(D).
- Notifying victims of conviction, adjudication, acquittal, transfer to adult court, or dismissal of charges against defendant(s) pursuant to § 13-4410(A) and § 8-391(A).
- Prior to sentencing/disposition, if the defendant is convicted/adjudicated delinquent, notifying/informing victims of the following in accordance with § 13-4410(B)(C) and § 8-391(B)(C): the function of the presentence/predisposition report and the victim's right to view it, excluding excised portions; the victim's right to make a victim impact statement and what that statement may contain; the defendant's right to view the presentence report; to be present and heard at any presentencing/predisposition or sentencing/disposition proceeding, to have a judgment entered for any unpaid restitution that is ordered, and the right to file a restitution lien; time, place and date of sentencing/disposition proceedings; and the name and telephone number of the probation department that is preparing the predisposition report.
- Notifying victims of sentence(s)/disposition(s) imposed on defendant(s) pursuant to § 13-4411(A) and § 8-392(A).
- Providing victims with a form to request notice of all post-conviction/post-adjudication review and appellate proceedings, post-conviction/post-adjudication release proceedings, probation/conditional liberty proceedings, and the decision(s) that arise out of those proceedings, pursuant to § 13-4411(B) and § 8-392(B).
- Notifying victims of post-conviction/post-adjudication or appellate proceedings and the decision(s) arising out of those proceedings in accordance with § 13-4411(D) and § 8-392(D).

- Notifying victims and the prosecutor's office of post-arrest releases and escapes of defendants, including those that may occur after defendants are detained or confined to secure care facilities, and notifying victims and the prosecutor's office of subsequent rearrests as applicable, in accordance with § 13-4412(A)(B) and § 8-393(A)(B).
- Notifying victims in matters relating to prisoner/delinquent status pursuant to § 13-4413(A)(B) and § 8-394(A)(B).
- Notifying victims of earliest release dates and actual releases of prisoners/delinquents, and in the event of prisoner/delinquent death, notifying victims of same in accordance with § 13-4413(A)(B) and § 8-394(A)(B).
- Notifying victims of post-conviction/post-adjudication release from confinement proceedings, the right to be present and heard at these proceedings, and the decisions reached in accordance with § 13-4414(B)(C) and § 8-395(A)(B)(C).
- Notifying victims of proceedings scheduled to consider revocation and/or termination of probation, intensive probation, or conditional liberty, proceedings to consider modifications to terms of probation, intensive probation, or conditional liberty and probation/conditional liberty violation arrests pursuant to § 13-4415(A)(B) and § 8-396(A)(B).
- Notifying victims of the release, discharge, or escape of persons who are placed by court order in mental health treatment agency(ies) when those persons are the accused, or have been convicted/ adjudicated delinquent for committing the offense against the victim, including notification of readmission, in accordance with § 13-4416(A)(B) and § 8-397(A)(B).
- Developing forms and maintaining a system for receipt of forms in accordance with § 13-4417(B)(C) and § 8-398(C).
- Providing copies of pre-sentence/pre-disposition reports to victims pursuant to § 13-4425 and § 8-404(C);
- Informing victims of defendant/defense counsel's request for interview(s) and the right to decline or set conditions on interviews in accordance with § 13-4433(A)(B) and § 8-412(A)(B).
- Informing defendant/defense counsel of time, place, and other conditions of victim-granted interview(s) in accordance with § 13-4433(D) and § 8-412(D).
- Informing victims of their right to leave work to attend court proceedings and/or to obtain or attempt to obtain an order of protection, an injunction against harassment or any other injunctive relief to help ensure the health, safety or welfare of the victim or the victim's child, pursuant to § 13-4439 and § 8-420.
- Informing victims of the right to confer with the prosecuting attorney about the disposition of a criminal or delinquent offense, including the victim's views about a decision not to proceed with prosecution, dismissal, plea or sentence/disposition negotiations and pre-trial/pre-adjudication diversion programs pursuant to § 13-4419 and § 8-399.
- Informing victims of the right to be present and heard at any proceeding where a negotiated plea will be presented to the court and for the court to not accept a plea agreement unless the prosecutor has advised the court that reasonable efforts were made to confer with the victim regarding the plea, that reasonable efforts were made to give the victim notice of the plea proceeding, and that victims' rights have been complied with and, if known, informs the court of the victim's position on the negotiated plea in accordance with §13-4423 and §8-403.

As defined by A.R.S. § 13-4401.18 and § 8-382.16, *victim* means a person against whom a criminal offense has been committed, including a minor, or if the person is killed or incapacitated, the person's spouse, parent, child, grandparent or sibling, any other person related to the person by consanguinity or affinity to the second degree or any other lawful representative of the person, except if the person or the person's spouse, parent, child, grandparent, sibling, other person related to the person by consanguinity or affinity to the second degree or other lawful representative is in custody for an offense or is the accused. Legal entities and neighborhood associations are also entitled to limited rights in certain instances.

As defined by A.R.S. § 13-4401.6, *criminal offense* means conduct that gives a peace officer or a prosecutor probable cause to believe that a felony, a misdemeanor, a petty offense, or a violation of a local criminal ordinance has occurred. As defined by A.R.S. § 8-381, a *delinquent act* means an act committed by a juvenile that, if committed by an adult, would be a felony, a misdemeanor, a petty offense, or a violation of a local criminal ordinance.

Policies and Procedures

The development and implementation of policies and procedures by entities that receive VRP funding, provide guidance and ensures that victim service programs are carried out as statutorily mandated and in accordance with the VRP Funding Agreement. VRP funded agencies shall have policies and procedures for the provision of mandated victim services. The agency's policies and procedures will be reviewed during the VRP audit process to demonstrate compliance with victims' rights statutes and the VRP Funding Agreement.

IV. ALLOWABLE and NON-ALLOWABLE COSTS

Funds are awarded in the current fiscal year for the period of July 1 of the current calendar year through June 30 of the following calendar year.

- All costs and expenditures under the VRP are subject to these Guidelines. Where Guidelines are lacking, costs must be proven to be within the bounds of reason. The Attorney General reserves the right to final decision-making authority regarding cost allowances.
- VRP funds are to be used to supplement budgeted funds and not to supplant, or replace, state, local, and federal funds that would otherwise be available to provide services to victims of crime and delinquency. VRP funds may not have the effect of freeing funds from other sources (eg: general fund) for other purposes that, until the receipt of VRP funds, had been used to support the provision of mandated services to crime victims.
- The public official of the agency or court designated by *Crime Victims' Rights* and *Victims' Rights for Juvenile Offenses* statutes as responsible for the performance of duties pursuant to the legislation, and who is a recipient of a VRP award, shall have, as approved by the Attorney General, direct and sole authority for its expenditure within the public official's jurisdiction.
- Taking into consideration, materiality and the cost of additional processing compared to the benefits derived, and VRP monies remaining on June 30th in excess of \$100.00 shall be returned to the Attorney General's. Any monies remaining less than \$100.00 shall be carried forward and accounted for in the next fiscal year report by the recipient.

ALLOWABLE COSTS are those that can be proven necessary and essential for the direct provision or performance of those statutorily mandated victims' rights duties (services) identified in *Priorities per Section III of these Guidelines*. Allowable costs include:

- Personnel (Personal Services) costs calculated on the percentage of base salary for employee(s) involved in the provision of priority victims' rights services *as it correlates to the percentage of time spent performing priority service duties*. This includes participating in training related to mandated victims' rights as well as the supervision of volunteers who provide mandated services.

- Employee Related Benefit costs commensurate with salary percentage, such as FICA, health and accident insurance, life, accidental death and dismemberment insurance, disability insurance, unemployment compensation, workers' compensation, and retirement.
- Consulting (professional & outside/contractual services) costs such as computer systems' analysts and programmers, monthly fees for contracted automated victim notification services, professional printing services, and other personnel who may be hired on a contractual basis for the explicit purpose of providing resources necessary for accomplishing priority VRP services. Use of funds for consulting costs related to training is generally non-allowable.
- Operating costs include:
 - Postage and Delivery Services
 - Telephone (ATS Services, Line Costs, Station Equipment, Long-distance)
 - Photocopying
 - Printing
 - Equipment Contract Maintenance (if equipment is 100% chargeable to victim rights' usage)
 - Operating Supplies:
 - Data Processing
 - Envelopes, Stationery and Office Forms
 - Office Furniture (under \$500)
 - Office Reproduction Supplies
 - Miscellaneous Operating Supplies
 - Miscellaneous Office Supplies
 - Data Processing Software
- Equipment costs such as personal computers and other capitalized furniture and equipment purchases (more than \$500) which have a substantial impact of permanently enhancing priority victims' rights service compliance, and is utilized primarily for the provision of priority victims' rights service activities.
 - Generally, equipment costs are allowable for purchases that directly aid and benefit an agency or court's ability to meet mandated victims' rights notification requirements. Purchase and disposition of equipment, where approved, must be according to applicable governing authority guidelines.
 - The Attorney General's Office does not retain ownership interest in equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) as long as: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has elapsed.

NON-ALLOWABLE COSTS (in addition to those noted above) are those that are non-essential to the direct provision or performance of priority victims' rights services. Non-allowable costs include:

- Personnel costs for: overtime pay, program administration or supervision of personnel (except for supervision of volunteers who provide mandated services) and prorated personnel costs for employees' time spent performing priority service duties that, were it not for a victims' rights mandate, would be performed anyway.
- Administrative costs that may only indirectly or tangentially support victims' rights activities. Such costs include, but are not limited to: training registration costs, advertising, depreciation, utilities, rent, books, dues, subscriptions, insurance (liability, risk management, property, etc.), mobile phones, equipment maintenance, travel, lodging, per diem, and capital outlays.
- Costs for equipment purchases that only indirectly aid, or have the ancillary effect of aiding victims' rights notification, while substantially aiding an agency's or court's business automation needs unrelated to mandated notification requirements.
- Professional Responsibility costs which are those that may be essential to the provision of priority victims' rights services but, were it not for a victim's rights mandate, the service duties would be performed anyway or are

performed in consort or tandem with other professional duties to the extent that cost impact (in time and resources) is negligible or indiscernible.

- Costs associated with the provision of victims' rights services that, while mandated, are not identified as VRP priorities. Such services include, but are not limited to: community referrals, crisis response/intervention, supportive counseling, court orientation, court accompaniments, transportation, employer/creditor intervention, child care, outreach, etc.
- Costs are also considered non-allowable if services or materials are otherwise available, alternative funding sources are available for such costs, or the Attorney General determines that such costs are unreasonable or otherwise non-allowable under these Guidelines.

Example: Pro-rated personnel expenditures for law enforcement officers' time spent informing victims, pursuant to A.R.S. § 13-4405 or § 8-286, where the practice of informing victims entails giving a Victims' Rights Request/Waiver form in conjunction with performance of other professional duties, and to the extent that cost impact in time and resources expended in this victims' rights activity is negligible or indiscernible from the other professional duties being performed.

V. FUND AWARD APPROACH AND DISBURSEMENT

In accordance with the provisions under A.R.S. § 41-191.06 and § 41-191.08, the Attorney General's approach to the disbursement of VRP funds is as follows:

Program Participants

- All recipients of VRP funds are required to complete the annual Performance Review and meet all of the VRP reporting requirements to be considered for fund disbursement under the next VRP fund cycle.
- The level of funding projected to be available for award to program participants is 88% of the Victims' Rights Fund appropriation.
- If approved, each VRP participant is allocated a percentage of the total funds dispersed that is proportional to that participant's percentage of the total funds disbursed to all recipients in the previous fiscal year.
- Participants' most recent annual reports, audit reports and other materials that lend to an evaluation of performance will be reviewed. Participants' allocations may be adjusted or continued funding may be denied if the entity fails to effectively implement or comply with victims' rights mandates. Any such adjustments will have the effect of proportionally modifying the percentage share of funds subsequently awarded to all participants.
- If applicable, participants must provide a timely response to a Performance Review that may address VRP fund use, victim service levels, audit recommendations, plans for use of VRP monies in the upcoming fiscal year, and any other issues or concerns identified by the Attorney General.

First Year Participants

In order to be eligible for the following fiscal year funding, agencies and courts that received funding for the first time in the current fiscal year, may be required to provide supplementary information in addition to the regular Performance Review that addresses the following:

- Responses to inquiries regarding victim service level and use of VRP funds.
- A detailed proposal for use of VRP funds.
- An explanation of how continued participation in the VRP will serve to facilitate compliance, enhance services, or increase the provision of victims' rights services.

- Any other issues or concerns identified by the Attorney General's Office.

New Program Applicants

New program applicants are agencies or courts that are eligible to receive victims' rights funding pursuant to the specifications in *Section II of these Guidelines* but are not current-year recipients of VRP funds.

Program applicants that submit new applications per the forms and instructions issued by the Attorney General may be awarded funds according to the following approach:

- The agency or court is mandated to perform certain duties pursuant to applicable sections of victims' rights statutes that, when implemented, imply a monetary impact.
- The agency or court has completed, signed and returned an application, including a list of warranties in accordance with guidelines and instructions set forth by the Attorney General's Office.
- Sufficient documentation and information are provided in the funding application for reviewers to determine:
 - The extent to which an applicant is statutorily and financially affected by victims' rights laws.
 - The applicant's plan for the use of requested monies, if applicable, and the costs associated with plan activities.
 - Other funding and resources available to the applicant for the award period for which VRP funding is requested.

Evaluation of New Program Applications

Review of applications will encompass procedures to assess financial impact and need of entity, each entity's level of performance in implementing victims' rights statutes, and an evaluation of funding requests in relationship to applicant's plans for the efficient and effective use of funds to meet statutory obligations. The approach for evaluation is as follows:

- Applications will be reviewed to assess applicant eligibility and compliance with Guidelines and instructions for reporting performance and cost data.
- The number of victims' rights services reported and the financial impact of those services will be reviewed and evaluated. Performance and cost data will be compared with data reported by like entities in previous funding award cycles.
- Each applicant's funding request in relationship to total funds available for award.
- Each applicant's evidence of the necessity of funding for developing additional activities that would increase the efficient or effective provision of crime victims' rights services.
- The reasonableness of each applicant's funding and budget requests in light of actual costs, projected costs, and financial support anticipated from other sources.
- The cost-effectiveness of the delivery of mandated services by each applicant.
- The accuracy and thoroughness of completed application.

NOTE: NEW APPLICATIONS ONLY SOLICITED WHEN FUNDS ARE AVAILABLE.

VI. FUND AWARD PROCESS

1. The Attorney General notifies participants and applicants of funding awards.
2. The Attorney General solicits budget information.

3. Recipients complete and return budget proposals to the Attorney General.
4. Attorney General reviews budget proposals, ensuring that budgeted expenditures are reasonable and in compliance with VRP Guidelines, and issues funding agreements.
5. Recipients secure approval of VRP funding agreements from governing authority (City Council, Board of Supervisors, etc.), and return executed documents to the Attorney General.
6. The Attorney General issues award checks to recipients from whom signed agreements have been received. Award checks can be disbursed at one time or in semi-annually, quarterly or monthly intervals.

VII. BUDGET MODIFICATION REQUESTS

Budget modification requests can be submitted at any time during the funding award period. However, requests must occur prior to the end of the fiscal year and should be done as soon as possible as approval is not guaranteed.

- If a budget modification request is for less than 10% of the total VRP award amount, and will be used among existing budget categories, a formal written request form is not necessary. However, to receive approval, the Attorney General's Office must be notified in writing of the proposed modification. All programs are limited to three modifications, of this type, per award period.
- If a budget modification request is for more than 10% of the total VRP award amount, involves a new budget category, or is in excess of the limit of three requests per award period, the Attorney General's Office must be contacted and a Budget Modification Form must be requested. The requesting agency must return the completed form to the Attorney General's Office for consideration. The agency will then be notified of whether or not the modification request will be approved.

VIII. REPORTING REQUIREMENTS

Pursuant to A.R.S. § 41-191.08(F), entities that receive victims' rights funding are required to complete and submit an annual report to the Attorney General documenting the expenditure of VRP funds and the level of service achieved in the funding year. The annual report must disclose any interest earned on VRP funds by the recipient during the fiscal year. Interest earned during the fiscal year must be applied to that year's VRP eligible expenses or be returned to the Attorney General.

The Annual Report for the most recently completed fiscal year must be received by the Attorney General on or before the second Friday in August (reports must be post-marked on or before this date).

The VRP Funding Agreements stipulate a financial impact penalty relative to subsequent fiscal year funding for failure to submit the annual report by the specified due date. The Attorney General may reduce VRP funding to a late-reporting agency or court in the next fiscal year according to the schedule below:

# Business Days Late	1 - 5 days	6 - 10 days	11 - 15 days	16+ days
% Reduction next FY	5%	10%	15%	25%



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

Regular BOS Meeting**Meeting Date:** 09/17/2013**Submitted For:** Malissa Buzan, Community Services Division Director**Submitted By:** Cecilia Bejarano, Executive Administrative Assistant, Community Services Division**Department:** Community Services Division **Division:** Comm. Action Program/Housing Servs.

InformationRequest/Subject

Section Eight Management Assessment Program (SEMAP) Certification.

Background Information

The Section Eight Management Assessment Program (SEMAP) measures the performance of the public housing agencies (PHAs) that administer the Housing Choice Voucher program in 14 key areas.

SEMAP will help the U.S. Department of Housing and Urban Development (HUD) target monitoring and assistance to PHA programs that need the most improvement.

SEMAP is used to remotely measure PHA performance and administration of the Housing Choice Voucher Program. SEMAP uses HUD's national database of tenant information and information from audits conducted annually by independent auditors. HUD will annually assign each PHA a rating on each of the 14 indicators and an overall performance rating will be received of "high", "standard", or "troubled." Metropolitan PHAs will also be able to earn bonus points for their achievements in encouraging assisted families to choose housing in low poverty areas.

Evaluation

The collection of this information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section Eight tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies and to assign an overall performance rating to the PHA.

By the Board of Supervisors approving the SEMAP Certification, it will ensure Gila County's PHA is in compliance with HUD rules and regulations and will enable HUD to provide a performance rating to the Gila County Public Housing Agency.

Conclusion

By the Board of Supervisors approving the SEMAP Certification, the Gila County Public Housing Agency will be in compliance with HUD regulations.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve the SEMAP Certification.

Suggested Motion

Approval of the Section Eight Management Assessment Program (SEMAP) Certification to finalize the FY 2013 U.S. Department of Housing and Urban Development (HUD) contractual obligations and to ensure that the Gila County Public Housing Agency receives a performance rating from HUD.

AttachmentsSection 8 SEMAP Certification

Section 8 Management Assessment Program (SEMAP) Certification

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0215
(exp. 9/30/2013)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Instructions Respond to this certification form using the PHA's actual data for the fiscal year just ended.

PHA Name	For PHA FY Ending (mm/dd/yyyy)	Submission Date (mm/dd/yyyy)
Gila County	06/30/2013	08/27/2013

Check here if the PHA expends less than \$300,000 a year in Federal awards ☐

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

- Selection from the Waiting List. (24 CFR 982.54(d)(1) and 982.204(a))

(a) The PHA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response Yes ☒ No ☐

(b) The PHA's quality control samples of applicants reaching the top of the waiting list and of admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response Yes ☒ No ☐
- Reasonable Rent. (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

(a) The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units, and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response Yes ☒ No ☐

(b) The PHA's quality control sample of tenant files for which a determination of reasonable rent was required shows that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response ☐ At least 98% of units sampled ☒ 80 to 97% of units sampled ☐ Less than 80% of units sampled
- Determination of Adjusted Income. (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files shows that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response ☐ At least 90% of files sampled ☒ 80 to 89% of files sampled ☐ Less than 80% of files sampled
- Utility Allowance Schedule. (24 CFR 982.517)

The PHA maintains an up-to-date utility allowance schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response Yes ☒ No ☐
- HQS Quality Control Inspections. (24 CFR 982.405(b))

A PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of a cross section of inspectors.

PHA Response Yes ☒ No ☐
- HQS Enforcement. (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response ☐ At least 98% of cases sampled ☒ Less than 98% of cases sampled

7. Expanding Housing Opportunities. (24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12)).

Applies only to PHAs with jurisdiction in metropolitan FMR areas.

Check here if not applicable ☒

(a) The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

PHA Response Yes ☐ No ☐

(b) The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

PHA Response Yes ☐ No ☐

(c) The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response Yes ☐ No ☐

(d) The PHA's information packet for voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response Yes ☐ No ☐

(e) The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

PHA Response Yes ☐ No ☐

(f) The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response Yes ☐ No ☐

8. Payment Standards. The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response Yes ☒ No ☐

Enter current FMRs and payment standards (PS)

0-BR FMR	520	1-BR FMR	541	2-BR FMR	729	3-BR FMR	1053	4-BR FMR	1235
PS	520	PS	541	PS	729	PS	1053	PS	1235

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, attach similar FMR and payment standard comparisons for each FMR area and designated area.

9. Annual Reexaminations. The PHA completes a reexamination for each participating family at least every 12 months. (24 CFR 982.516)

PHA Response Yes ☒ No ☐

10. Correct Tenant Rent Calculations. The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program. (24 CFR 982, Subpart K)

PHA Response Yes ☒ No ☐

11. Precontract HQS Inspections. Each newly leased unit passed HQS inspection before the beginning date of the assisted lease and HAP contract. (24 CFR 982.305)

PHA Response Yes ☒ No ☐

12. Annual HQS Inspections. The PHA inspects each unit under contract at least annually. (24 CFR 982.405(a))

PHA Response Yes ☒ No ☐

13. Lease-Up. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year.

PHA Response Yes ☒ No ☐

- 14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. (24 CFR 984.105)
Applies only to PHAs required to administer an FSS program.

Check here if not applicable ☒

PHA Response

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

or, Number of mandatory FSS slots under HUD-approved exception

b. Number of FSS families currently enrolled

c. Portability: If you are the initial PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b + c divided by a)

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

Applies only to PHAs required to administer an FSS program.

Check here if not applicable ☒

PHA Response Yes ☐ No ☐

Portability: If you are the initial PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Deconcentration Bonus Indicator (Optional and only for PHAs with jurisdiction in metropolitan FMR areas).

The PHA is submitting with this certification data which show that:

- (1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;
- (2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY;
- or
- (3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FYs is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response Yes ☐ No ☐ If yes, attach completed deconcentration bonus indicator addendum.

I hereby certify that, to the best of my knowledge, the above responses under the Section 8 Management Assessment Program (SEMAP) are true and accurate for the PHA fiscal year indicated above. I also certify that, to my present knowledge, there is not evidence to indicate seriously deficient performance that casts doubt on the PHA's capacity to administer Section 8 rental assistance in accordance with Federal law and regulations.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Executive Director, signature

Chairman, Gila County Board of Supervisors

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

The PHA may include with its SEMAP certification any information bearing on the accuracy or completeness of the information used by the PHA in providing its certification.

SEMAP Certification - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date (mm/dd/yyyy) _____

PHA Name N/A Optional and only for PHAs with jurisdiction in metropolitan FMR areas.

Principal Operating Area of PHA _____
(The geographic entity for which the Census tabulates data)

Special Instructions for State or regional PHAs Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

1990 Census Poverty Rate of Principal Operating Area _____

Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, a PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

- 1) _____ a. Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.
- _____ b. Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.
- _____ c. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last PHA FY (line a divided by line b).
- Is line c 50% or more? Yes ☐ No ☐

- 2) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last completed PHA FY.
- _____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.
- _____ c. Number of Section 8 families with children who moved during the last completed PHA FY.
- _____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).
- Is line d at least two percentage points higher than line a? Yes ☐ No ☐

- 3) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the second to last completed PHA FY.
- _____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.
- _____ c. Number of Section 8 families with children who moved during the last two completed PHA FYs.
- _____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).
- Is line d at least two percentage points higher than line a? Yes ☐ No ☐

If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.

See instructions above concerning bonus points for State and regional PHAs.

ARF-2090

Consent Agenda Item 3. D.

Regular BOS Meeting

Meeting Date: 09/17/2013

Submitted For: Marian
Sheppard,
Clerk, BOS

Submitted By: Marian Sheppard, Clerk, BOS, Clerk of
the Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Industrial Development Authority (IDA) Governing Board Membership Appointment.

Background Information

On August 26, 2013, William (Bill) Long submitted his letter of resignation to the Board of Directors of the Industrial Development Authority (IDA) of the County of Gila. His term of office does not expire until May 17, 2016.

Evaluation

Due to Mr. Long's resignation from the IDA Board, there is currently a vacancy on this Board. District 3 Supervisor John Marcanti is recommending that the Board of Supervisors (BOS) appoint Gerald (Gerry) Kohlbeck to fulfill Mr. Long's unexpired term of office, to which Mr. Kohlbeck has agreed to serve on this Board. Mr. Kohlbeck served on the IDA Board of Directors for a period of six years and his term expired on May 13, 2013.

Conclusion

The Board needs to acknowledge the resignation of William Long from the IDA Board of Directors and appoint a replacement per the recommendation from Supervisor Marcanti.

Recommendation

It is recommended that the BOS acknowledge the resignation of IDA Board Member William Long; and further, that the Board consider Supervisor Marcanti's recommendation to appoint a Gerald Kohlbeck to fulfill Mr. Long's unexpired term of office to be made effective immediately and expiring May 17, 2016.

Suggested Motion

Acknowledgement of the resignation of Industrial Development Authority (IDA) Board member William Long; and further, the appointment of Gerald Kohlbeck to the IDA Board of Directors to fulfill Mr. Long's unexpired term of office, effective immediately and expiring May 17, 2016.

Attachments

Proposed IDA Membership List

Wm. Long's Resignation Letter dated 8-26-13

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF GILA
(Proposed to BOS on 9/17/13)

NAME OF MEMBER	TYPE OF APPOINTMENT Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT (Include BOS approval date next to letter) <u>New Appointment:</u> Choose “A” or “B” A -for existing vacancy or B -to fill a vacancy created by (provide name) or <u>Reappointment:</u> Mark with a “C” and include number of years served <u>prior to most recent appointment</u>		DATES OF TERM (Put the month, day and year both beginning & ending dates)	LENGTH OF TERM FOR CURRENT APPOINTMENT (# of years)
Tim Grier	D (Supv. Dist. 1 recommendation)	B (08/19/13)	(Scott Flake)	08/19/13-07/15/19	6 years
Cliff Potts	D (Supv. Dist 1 recommendation)	A (06/07/11)	-	06/07/11-06/06/17	6 years
James Feezor	D (Supv. Dist 1 recommendation)	B (07/16/13)	(Ray Pugel)	07/16/13-06/06/17	3 years, 11 months
Robert Pastor	D (Supv. Dist 2 recommendation)	A (07/16/13)	-	07/16/13-07/15/19	6 years
Stanley Gibson	D (Supv. Dist 2 recommendation)	B (07/16/13)	(Mark Marcanti)	07/16/13-01/19/16	2 years, 6 months
Tim Humphrey	D (Supv. Dist 2 recommendation)	A (07/16/13)	-	07/16/13-07/15/19	6 years
William Long	D (Supv. Dist 3 recommendation)	C (06/07/11)	12 years (apptd. 5/18/98)	05/18/10-05/17/16 Resigned 8-26-13	6 years
Gerald Kohlbeck	D (Supv. Dist. 3 recommendation)	B (09/17/13)	(William Long) Mr. Kohlbeck previously served 6 years.	09/17/13-05/17/16	2 years, 8 months
William A. Byrne	D (Supv. Dist 3 recommendation)	C (07/16/13)	4 years, 1 month	07/16/13-07/15/19	6 years
Fred Barcon	D (Supv. Dist 3 recommendation)	C (07/16/13)	18 years (apptd. 11/06/95)	07/16/13-07/15/19	6 years

Appointment Designation Definitions:

A) Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.

B) Supervisor Appointment: Member unrestricted by district.

C) Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.

D) County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.

E) Alternate Members: As defined by individual committee criteria.

8-26-13
~~5-31-2013~~



Board of Directors
The Industrial Development Authority of the County of Gila
P.O. Box 127
Claypool, AZ 85532

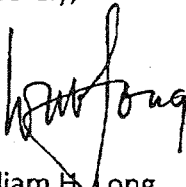
Re: Resignation

Gentlemen:

Please accept this letter as my formal resignation from the Board of Directors.

I truly wish you the best in pursuing your activities with potential users of your services.

Sincerely,



William H. Long
1635 E. Ash St.
Globe, AZ 85501

ARF-2091

Consent Agenda Item 3. E.

Regular BOS Meeting

Meeting Date: 09/17/2013

Submitted For: Marian
Sheppard,
Clerk, BOS

Submitted By: Laurie Kline, Deputy Clerk, Clerk of the
Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Gila County Rodeo Committee Special Event Liquor License Application for September 20-21, 2013.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the DLLC for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the application and has determined that it has been filled out correctly.

Conclusion

This civic organization has properly completed the application and if the Board of Supervisors and the DLLC approve the application, the Gila County Rodeo Committee will have used 6 days of the allowable 10 days to serve liquor at a special event in 2013.

On February 5, 2013, the Board of Supervisors approved an Application for a Special Event License for 1 day in 2013 for this organization.

On April 2, 2013, the Board of Supervisors approved an Application for a Special Event License for 3 days in 2013 for this organization.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the DLLC for final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Gila County Fairgrounds on September 20-21, 2013.

Attachments

Gila County Rodeo Special Event Application

ARF-1726

Consent Agenda Item 3. F.

Regular BOS Meeting

Meeting Date: 09/17/2013

Reporting Period: Globe Regional Justice of the Peace's Office Monthly Report for February 2013

Submitted For: Mary Navarro **Submitted By:** Mary Navarro, Justice Court Operations Mgr, Superior Court

Information

Subject

Globe Regional Justice of the Peace's Office Monthly Report for February 2013

Suggested Motion

Acknowledgment of the February 2013 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

Attachments

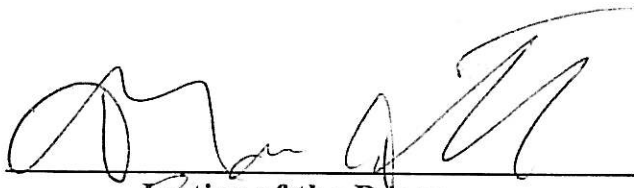
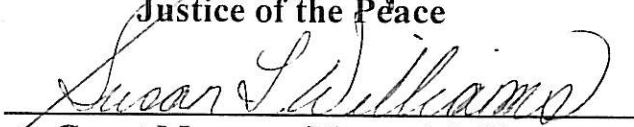
Globe Regional Justice Court Monthly Report for February 2013

GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT

For the Month of: February, 2013

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$ 3,864.85
RECEIVED DURING THE MONTH	\$ 6,694.95
DISBURSED DURING THE MONTH	\$ 8,246.93
BALANCE AT THE END OF THE MONTH	\$ 2,312.87


Justice of the Peace

Court Manager/Financial Clerk

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

GLOBE JUSTICE COURT TREASURER'S RECAP FY2013

FEBRUARY, 2013	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 160.45	\$ 8.03	\$ 152.42
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 1,364.36	\$ 68.22	\$ 1,296.14
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 100.00	\$ 5.00	\$ 95.00
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 5,584.60		\$ 5,584.60
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 3,281.24		\$ 3,281.24
Game and Fish - Wildlife	ZGF		STATE	\$ 134.98	\$ 6.75	\$ 128.23
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 3,693.39	\$ 184.67	\$ 3,508.72
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ 1,000.00	\$ 50.00	\$ 950.00
Alternative Dispute Resolution	ZADR		T848-2061	\$ 34.80	\$ 1.74	\$ 33.06
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ 97.83	\$ 4.90	\$ 92.93
Confidential Address Assessment - State Treasurer	ZCAA1	1005.311.3360.85		\$ 47.50	\$ 2.38	\$ 45.12
Confidential Address Assessment - Local	ZCAA2	1005.311.3800.30		\$ 2.50	\$ 0.13	\$ 2.37
Citizens Clean Elections	ZCEF		T888-2061	\$ 2,074.34		\$ 2,074.34
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 9,834.97	\$ 491.75	\$ 9,343.22
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,330.00	\$ 66.50	\$ 1,263.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 1,159.39	\$ 57.97	\$ 1,101.42
DUI Abatement	ZDUIA		T889-2061	\$ 176.04	\$ 8.81	\$ 167.23
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 260.37	\$ 13.02	\$ 247.35
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 53.25	\$ 2.67	\$ 50.58
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 616.48	\$ 30.83	\$ 585.65
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 19,040.52	\$ 952.03	\$ 18,088.49
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 1,451.94	\$ 72.60	\$ 1,379.34
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 1,239.21	\$ 61.97	\$ 1,177.24
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 917.65		\$ 917.65
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 115.70	\$ 5.79	\$ 109.91
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 1,704.19		\$ 1,704.19
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 264.95	\$ 13.25	\$ 251.70
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 1,631.22		\$ 1,631.22
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 306.29	\$ 15.32	\$ 290.97
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 158.48		\$ 158.48
Cost of Prosecution Reimbursement 40%	ZLCL7	4574.333-3400.16	X22601333-4864	\$ 105.65		\$ 105.65
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ 50.00	\$ 2.50	\$ 47.50
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 408.20	\$ 20.41	\$ 387.79
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 2,720.36	\$ 136.02	\$ 2,584.34
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	\$ 1,524.36	\$ 76.22	\$ 1,448.14
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	\$ 190.52	\$ 9.53	\$ 180.99
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	\$ 68.63	\$ 3.44	\$ 65.19
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	\$ 100.62	\$ 5.04	\$ 95.58
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	\$ 561.99	\$ 28.10	\$ 533.89
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	\$ 1.80	\$ 0.09	\$ 1.71
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	\$ 9.46	\$ 0.48	\$ 8.98
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	\$ -	\$ -	\$ -
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	\$ 10.62	\$ 0.54	\$ 10.08
Health and Human Services (HHS)	ZOS17		T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18		T942-2061	\$ 1.54	\$ 0.08	\$ 1.46
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	\$ 0.67	\$ 0.04	\$ 0.63
TriCity Fire Department (TRIFI)	ZOS20		T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	\$ 6.94	\$ 0.35	\$ 6.59
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 61.54	\$ 3.08	\$ 58.46
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 250.57	\$ 12.53	\$ 238.04
Prison Construction Fund	ZPCOF		T908-2061	\$ 5,515.83	\$ 275.80	\$ 5,240.03
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 377.55	\$ 18.88	\$ 358.67
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 4,270.74	\$ 213.54	\$ 4,057.20
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 133.24	\$ 6.67	\$ 126.57
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 233.11		\$ 233.11
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ 3,385.56		\$ 3,385.56
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 2,257.03		\$ 2,257.03
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -

GLOBE JUSTICE COURT TREASURER'S RECAP FY2013

FEBRUARY, 2013	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF		T814-2061	\$ 50.00	\$ 2.50	\$ 47.50
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ 53.06	\$ 2.66	\$ 50.40
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 80,186.23	\$ 2,942.83	\$ 77,243.40

TOTAL ADJUSTED BALANCE VERIFICATION

TOTAL RESTITUTION RECEIVED \$ 5,861.15

TOTAL RECEIPTS THIS MONTH \$ 86,047.38

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
		\$ 14,996.35	ARIZONA STATE TREASURER
		\$ 65,139.48	GILA COUNTY TREASURER
		\$ 50.40	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	CITY POLICE SUSPENDED PLATES
		\$ 80,186.23	TOTAL DISTRIBUTIONS THIS MONTH

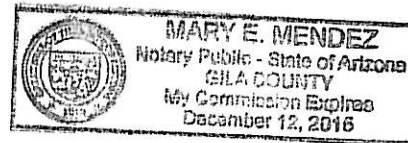
I, Gary Goettman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of FEBRUARY, 2013.

Justice of the Peace

Subscribed and Sworn to before me this 4th day of March, 2013.

Notary Public

My Commission Expires: 12-12-2015



ARF-2061

Consent Agenda Item 3. G.

Regular BOS Meeting

Meeting Date: 09/17/2013

Reporting Period: Payson Regional Justice of the Peace's Office Monthly Report for July 2013

Submitted For: Dorothy Little **Submitted By:** Dorothy Little, Justice of the Peace-Payson Region, Superior Court

Information

Subject

Payson Regional Justice of the Peace's Office Monthly Report for July 2013

Suggested Motion

Acknowledgement of the July 2013 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

Attachments

Payson Regional Justice Court Monthly Report for July 2013

PAYSON JUSTICE COURT TREASURER'S RECAP FY2013

JULY, 2013	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 75.16	\$ 3.76	\$ 71.40
Arson Detection Reward Fund 41-2167D	ZADRF	0901000-000-000-2061-00	T901-2061	\$ -	\$ -	\$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-00	X10501314004383	\$ 54.26	\$ -	\$ 54.26
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ 23.75	\$ 1.19	\$ 22.56
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800-30		\$ 1.25	\$ 0.06	\$ 1.19
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 1,095.92	\$ -	\$ 1,095.92
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 5,149.95	\$ 257.50	\$ 4,892.45
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	\$ 3,360.00	\$ 168.00	\$ 3,192.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 647.64	\$ 32.38	\$ 615.26
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 562.37	\$ 28.12	\$ 534.25
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	\$ 1,501.16	\$ 75.06	\$ 1,426.10
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 9,746.64	\$ 487.33	\$ 9,259.31
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 766.88	\$ 38.34	\$ 728.54
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ 89.21	\$ 4.46	\$ 84.75
Extra DUI Assessment \$500	ZGFDU	0912000-000-000-2061-00	T912-2061	\$ 2,163.35	\$ 108.17	\$ 2,055.18
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004615	\$ 421.40	\$ -	\$ 421.40
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 250.10	\$ 12.51	\$ 237.59
Judicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 782.60	\$ -	\$ 782.60
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	\$ 572.72	\$ 28.64	\$ 544.08
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ 637.24	\$ -	\$ 637.24
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	\$ 1,263.99	\$ 63.20	\$ 1,200.79
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 1,424.49	\$ 71.22	\$ 1,353.27
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 1,370.69	\$ 68.53	\$ 1,302.16
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 171.38	\$ 8.57	\$ 162.81
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 5.84	\$ 0.29	\$ 5.55
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 103.64	\$ 5.18	\$ 98.46
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 553.51	\$ 27.68	\$ 525.83
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		\$ 8.00	\$ 0.40	\$ 7.60
Officer Safety - Registrar of Contractors (ROC)	ZOS8			\$ -	\$ -	\$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		\$ 2.07	\$ 0.10	\$ 1.97
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		\$ 12.18	\$ 0.61	\$ 11.57
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 9.70	\$ 0.49	\$ 9.21
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ 130.00	\$ 6.50	\$ 123.50
Probation Surcharge 2006 (\$10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	\$ 13.84	\$ 0.69	\$ 13.15
Probation Surcharge 2009 (\$20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ 3,456.67	\$ 172.83	\$ 3,283.84
Probation Surcharge \$5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 13.44	\$ 0.67	\$ 12.77
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 37.00	\$ 1.85	\$ 35.15
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	\$ 1,022.86	\$ -	\$ 1,022.86
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	\$ 681.90	\$ -	\$ 681.90
Security Enhancement Fee (Local)	ZSECE			\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ -	\$ -	\$ -
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	\$ 1,000.00	\$ 50.00	\$ 950.00
AZ Native Plant Fund	ZANP		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 53.55	\$ 2.68	\$ 50.87
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 744.29	\$ 37.21	\$ 707.08
DUI Abatement	ZDUIA		STATE	\$ -	\$ -	\$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 100.00	\$ 5.00	\$ 95.00
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 1,264.42	\$ -	\$ 1,264.42
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 482.20	\$ -	\$ 482.20
Game and Fish - Wildlife	ZGF		STATE	\$ 95.01	\$ 4.75	\$ 90.26
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Prison Construction Fund	ZPCOF		STATE	\$ 1,660.76	\$ 83.04	\$ 1,577.72
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
State Highway Fund	ZSHWY		STATE	\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 18.24	\$ 0.91	\$ 17.33
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ -	\$ -	\$ -
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ 300.00	\$ 15.00	\$ 285.00
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 43,901.27	\$ 1,872.92	\$ 42,028.35
				TOTAL ADJUSTED BALANCE VERIFICATION		\$ 42,028.35

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
8/2/13	4936	\$ 39,331.39	GILA COUNTY TREASURER
	4937	\$ 4,284.88	ARIZONA STATE TREASURER
		\$ -	GILA COUNTY BAD CHECK PROGRAM
	4938	\$ 285.00	SHERIFF SUSPENDED PLATES AND HURF
		\$ -	CITY POLICE SUSPENDED PLATES AND HURF
		\$ 43,901.27	TOTAL DISTRIBUTIONS THIS MONTH

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for JULY, 2013.

DATE

8/2/2013

DOROTHY A. LITTLE
Gila County Justice of the Peace

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: July 2013

	CRIMINAL TRAFFIC			
	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	90	9	134	233
Filed	16	0	22	38
Transferred In	0	0	0	0
SUBTOTAL	106	9	156	271
Transferred Out	0	0	0	0
Other Terminations	13	4	19	36
TOTAL TERMINATIONS	13	4	19	36
Statistical Correction	0	0	0	0
Pending End of Month	93	5	137	235

*A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.

TRAFFIC FAILURE TO APPEAR**								
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
166	2	0	168	0	3	3	0	165

****READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: **2** Criminal Traffic/FTA Jury Trials Held: **0**

CIVIL TRAFFIC									
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Default Judg- ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
853	205	0	1,058	0	15	227	242	0	816

Civil Traffic Hearings Held: **5**

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)									
Filed	62	Trans In	0	TOTAL	62				

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: July 2013

MISDEMEANOR									
	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
Misdemeanor (Non-Traffic)	506	45	0	551	0	82	82	0	469
Failure to Appear (Non-Traffic)	54	0	0	54	0	2	2	0	52
TOTAL	560	45	0	605	0	84	84	0	521

TRIALS HELD

Misdemeanor Court/FTA Trials Held:

4

Misdemeanor/FTA Jury Trials Held:

0

FELONY									
	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
	23	3	0	26	0	3	3	0	23

Felony Preliminary Hearings Held:

0

Felony, Misdemeanor, Criminal Traffic Initial: Appearances:

139

LOCAL NON-CRIMINAL ORDINANCES							
	Pending 1st of Month	Filed	SUB- TOTAL	Terminated	Stat. Corr.	Pending End of Month	
Parking	0	0	0	0	0	0	
Non-Parking	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: July 2013

CIVIL COMPLAINTS

	Small Claims	Forcible Detainer/ Eviction Action	Other Civil	TOTAL
	(a)	(b)	(c)	(d)
Pending 1st of Month	47	18	214	279
Filed	4	7	28	39
Transferred In	0	0	0	0
SUBTOTAL	51	25	242	318
Transferred Out	0	0	0	0
Other Terminations	3	7	29	39
TOTAL TERMINATIONS	3	7	29	39
Statistical Correction	0	0	0	0
Pending End of Month	48	18	213	279

Small Claims Hearings Held/Defaults: 0 Civil Court Trials Held: 7

Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer: 0 Civil Jury Trials Held: 0

DOMESTIC VIOLENCE/HARASSMENT PETITIONS

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	11	9	2	11
Harassment	13	13	0	13

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT

Order of Protection: 5 Injunction Against: 4

SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed:	0	Fugitive Complaints Filed:	0
Juvenile Hearings Held:	0	Search Warrants Issued:	14

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report

Month/Year: July 2013

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I. 149

Serious Violations 8

All Other Violations 477

TRAFFIC TOTAL 634

CRIMINAL WARRANTS OUTSTANDING

Felony 131

Misdemeanor 716

CRIMINAL TOTAL 847

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington St., Suite 410
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit
(602) 542-9376


Signature of the Judge/Magistrate (or designee)


Name of Preparer

8-12-13
Date of Preparation

ARF-2113

Consent Agenda Item 3. H.

Regular BOS Meeting

Meeting Date: 09/17/2013

Reporting Period: August 2013

Submitted For: Marian
Sheppard,
Clerk, BOS

Submitted By: Marian Sheppard, Clerk, BOS, Clerk of
the Board of Supervisors

Information

Subject

August 27, 2013, BOS Meeting Minutes

Suggested Motion

Approval of the August 27, 2013, BOS Meeting Minutes

Attachments

BOS 08-27-13 Meeting Minutes

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: August 27, 2013

MICHAEL A. PASTOR

Chairman

MARIAN E. SHEPPARD

Clerk of the Board

TOMMIE C. MARTIN

Vice-Chairman

By: Marian Sheppard
Clerk

JOHN D. MARCANTI

Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Supervisor; Don E. McDaniel, Jr., County Manager; Bryan B. Chambers, Deputy Attorney Principal; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk

Item 1 – CALL TO ORDER – PLEDGE OF ALLEGIANCE

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors hearing room. Bryan Chambers led the Pledge of Allegiance.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion with Wendy Smith-Reeve, Director of Arizona Department of Emergency Management, regarding the importance of having all Gila County responders trained in the Incident Command System.

Michael O'Driscoll, Health and Emergency Management Division Director, introduced Wendy Smith-Reeve, Director of the Arizona Department of Emergency Management, who has an extensive background in public service and emergency management. Ms. Smith-Reeve provided information on the National Incident Management System. She stated that when an event occurs, it begins and ends at the local level. She stressed the importance of having a structure in place at the county level which mirrors the structure in place at the state and federal levels. When an event escalates to the point that a county needs to request resources from the state or federal government, the county would be "dove-tailing" into that state or federal government's system. She emphasized the importance for everyone to "speak the same language" so the expectations can easily be met. The Emergency Management Preparedness grant funding that Gila County has received for this fiscal year is in the

amount of \$114,000. This grant supports and requires that this type of structure be in place. Ms. Smith-Reeve advised that there is also funding available for training and exercises made available through the Emergency Management Services Department to support these training efforts. Some of this training can be completed online with the Federal Emergency Management Agency (FEMA) study programs. Additional training can be brought in so that the County can incorporate the training with other partners within the community.

Chairman Pastor stated that he completed two online FEMA Incident Command System (ICS) training workshops which he believes were informative and beneficial in understanding the function of the Emergency Management Services Department. Vice-Chairman Martin commented that she is in favor of the training, particularly for employees in the Public Works Division; however, the training should be scheduled so as not to interfere with the County's work schedule or the completion of jobs. She also believes that employees at all levels should be trained to understand what happens in an emergency situation. Supervisor Marcanti agreed that the Public Works Division could use the training because the employees are often times the first ones on the scene. He also inquired as to whether or not there is a timeline for this training to be in place. Mr. O'Driscoll replied that Emergency Management staff will be communicating with Steve Stratton, Public Works Division Director, to coordinate the training schedule for all Public Works staff. The training should be completed within the next several months. Mr. O'Driscoll added that Gila County receives FEMA money and that the County Emergency Management Division's office is an official training site. The County has been working with first responders to set up training exercises during the off season. He further stated that the trainings can be scheduled 3-4 months in advance and that the training courses wouldn't be scheduled unless there were approximately 15 individuals that could attend. The classes will be offered more frequently because the County is working with Brent D. Billingsley, City of Globe Manager, who is requiring that the City's entire staff be trained in ICS. Chairman Pastor asked for confirmation that the ICS training classes are voluntary and not mandatory for all employees, to which Mr. O'Driscoll replied that the training classes are voluntary; however, there are requirements and deliverables to the State that certain employment positions be trained in ICS.

Ms. Smith-Reeve explained that training County employees benefits the County, such as the time an event is designated as a "federally declared disaster", and if the County has documentation of all the actions and activities to support disaster relief, it will be reimbursed for all the costs associated with the disaster. Chairman Pastor supports this training and advised Mr. O'Driscoll to include the Finance Department in the ICS training. Mr. O'Driscoll added that this year he is planning to get Jeff Hessenius, Finance Director, involved with regard to documentation and reimbursement efforts; and Kelly Riggs, Information Technology Director, will also be involved to address cyber security

and database issues. Chairman Pastor thanked Ms. Smith-Reeve for the presentation and congratulated her on her recent promotion.

B. Information/Discussion regarding a proposed revised fee schedule pertaining to Gila County Rabies Control.

Mr. O'Driscoll stated that for the purpose of this presentation, Animal Control and Rabies Control are used interchangeably. He stated that rabies is a viral infection that is 100% fatal if not treated. He advised that rabies is a public health issue and animal control is a critical function of the Gila County Health Department. Mr. O'Driscoll reviewed the services provided by Animal Control to include requirements as outlined in the Arizona Revised Statutes (ARS). Some of the services provided by Animal Control include: low cost rabies vaccine clinics with time being volunteered by Dr. Jeffrey L. Eubank, a local veterinarian; investigation of animal hoarding cases; rescue and sheltering of animals during natural disasters, such as floods that have occurred in the Tonto Basin area; in-home euthanasia of animals, etc.

He provided a PowerPoint slide presentation and he reviewed some statistical data, both nationally and locally. He reviewed Animal Control data for the local area from 2009-2012 of which there were 44 cases of rabies exposure. For the San Carlos Apache Indian Reservation from 2011 to present, 458 animals were brought to the County's Animal Control Shelter and all but 36 animals needed to be euthanized due to disease.

John Castaneda, Animal Regulations Enforcement Manager, explained the current protocol and process of responding to the large number of calls received from citizens that live on the San Carlos Reservation regarding ticks and diseased animals. Vice-Chairman Martin questioned the use of manpower and County time for Animal Control staff to "patrol" the San Carlos Reservation looking for animals with possible disease rather than "responding" to calls regarding animals. Mr. Castaneda also advised that San Carlos Animal Control has 4 officers. Recently, 4 ATV vehicles were purchased by the San Carlos Tribe for use by San Carlos Animal Control officers. Their duties also include spraying chemicals on yards to help prevent the spread of tick-borne disease on animals. Gila County Animal Control is also providing animal control services on the White Mountain Apache Indian Reservation due to some recent deaths.

Mr. O'Driscoll advised that the Rabies Control fee schedule has not increased in 16 years; however, the cost of labor, fuel, medicines and veterinarian costs have increased substantially throughout the years. The proposed fee schedule is as follows:

Item	Current Rate	Proposed Rate	Average***
Impound Fee- first offense	\$15.00	\$20.00	\$37.00
2 nd Impound offense	\$15.00	\$45.00	\$65.00
3 rd Impound offense	\$15.00	\$85.00	\$92.00
Owner request – Pickup Animal		\$50.00	\$41.00
Adoption Fee	\$12.00	\$20.00	
Rabies Shot	\$20.00	\$25.00	\$23.00
Deposit/Spay/Neuter	\$40.00	\$40.00	
Female dog		\$30.00	
Male dog		\$25.00	
Female cat		\$30.00	
Male cat		\$25.00	
Dog License	\$15.00/unaltered	\$30.00	\$23.00
	\$7.00/altered	\$10.00	\$9.00
Duplicate License Fee	\$1.00	\$5.00	\$5.00
Recovery fee		\$50.00	
Euthanize owned animal	\$10.00	\$50.00	\$50.00
Cat Trap Fee	\$2.00/day	\$5.00/day	
Skunk removal		\$15.00	
Board Fees – daily	\$7.00	\$10.00	\$11.00
Board Fees – Aggressive Quarantine	\$7.00	\$20.00/day	\$20.00
Kennel Permit	\$75.00	\$75.00	
Microchip Implant & Registration		\$40.00	\$23.00

Spay/Neuter fee subject to increase based on availability of grant funds for reduced cost surgery.

***Average is from 6 other counties and animal control agencies (Pinal, Pima, Maricopa, Greenlee and Yavapai Counties, Apache Junction, Payson, and Safford Animal Control Agencies)

An added County service will be microchip implants and registration, which Mr. O'Driscoll stated has been a requirement of the ARS for two years. Mr. O'Driscoll advised that Dr. Eubank charges \$50.00 for this service and the County's proposed fee is \$40.00. Chairman Pastor expressed a concern that

the County would be competing with Dr. Eubank. Bryan Chambers, Deputy Attorney Principal, affirmed that the County would be competing with Dr. Eubank or anyone else who chose to provide this service. He offered to conduct some research on the matter. Vice-Chairman Martin stated that the microchip service may be very cost effective and helpful for the County as it would be easier and quicker to reunite animals with their owners. Supervisor Marcanti raised the question of the reason fees were not increased in over 15 years. He agrees with raising the fees, but wanted to voice a concern about the lost revenue to the County for those past years, as well as the possible repercussions the County may face as a result of it. Vice-Chairman Martin wants to ensure that the County is operating in the best way possible, particularly with regard to patrolling for stray animals, and dispatching and responding to complaints.

C. Information/Discussion regarding proposed revisions to Policy No. BOS-FIN-016, Community Agency Economic Development Funding.

John Marcanti, District 3 Supervisor, stated that he requested this item to be placed on today's meeting agenda as he believes the policy and procedures need some clarification and clearer guidelines. He read aloud Section 2(D)(2) of the policy procedures which states, "The use of constituent funds to support non-profit entities, cities, towns and other governmental agencies that provide services to the public which the Gila County Board of Supervisors is authorized to provide, or for economic development activities which are determined to benefit the public, are subject to the customary process and requirements of an intergovernmental agreement, memorandum of understanding or contract." He then explained that Don McDaniel, County Manager, clarified the undefined areas of this policy this morning in an email to the Board. Supervisor Marcanti advised that should the County receive a funding request from Globe-Miami Little League for \$250, per the requirements of the current policy and procedures, documentation would be required to include proof of the organizational status as a 501(c)(3) organization or the submittal of a W-9 form, and a letter stating the intended use of the requested funding. That request letter would then go to the Finance Department for an agreement to be written, presented to Globe-Miami Little League for approval and signature, followed by the County Attorney's approval and finally approval by the Board of Supervisors. He then stated that it was asked of Mr. McDaniel at the May 28, 2013, Board of Supervisors' work session that this policy be better stated and defined to eliminate confusion.

Mr. McDaniel reviewed the proposed revisions to the policy procedures, of which the changes or additions are in bold lettering, as follows:

Section 2(C)(2) - Gila County will provide an intergovernmental agreement, a memorandum of understanding or a contract which enumerates the specific services or activities to be funded and provided **for all requests in excess of**

\$5,000. The intergovernmental agreement, memorandum of understanding or contract must be **approved and** signed by both parties. Additionally, **“Funding requests for less than \$5,000 may be submitted with a Payment Request directly to the Finance Department without an intergovernmental agreement, memorandum of understanding or a contract.”**

Section (2)(C)(4) - Proof of non-profit tax exempt status must be furnished with the **funding request**, intergovernmental agreement, memorandum of understanding or contract.

Section (2)(D)(2) - The use of Constituent Funds to support non-profit entities, cities, towns and other governmental agencies that provide services to the public which the Gila County Board of Supervisors is authorized to provide, or for economic development activities which are determined to benefit the public, are subject **to the provisions of paragraph C. in this Procedure and** to the customary process and requirements of an intergovernmental agreement, memorandum of understanding or contract.

Newly added Section (2)(F) – **Requests for Non-Monetary Support**

- 1. Requests to provide services, man power, furniture, and small equipment, must be submitted to Gila County on the letterhead of the requesting non-profit entity, city, town or other governmental agency.**
- 2. Requests to provide services, man power, large mechanical equipment (rolling stock), and material must be submitted to Gila County on the letterhead of the requesting city, town or other governmental agency.**
- 3. Gila County will provide an intergovernmental agreement or a letter agreement which enumerates the specific services, manpower, furniture, small equipment, large mechanical equipment or material to be provided which will be signed by both parties.**

Supervisor Marcanti thanked Mr. McDaniel and stated many of his concerns have been answered. He stated that his primary concern was that the Finance Department and County Attorney was being assigned additional work.

Vice-Chairman Martin stated, “I don’t agree to tie it to \$5,000 because our bidding is tied to \$5,000, and it gives the impression we need to be bidding.” She suggested that the amount be in excess of \$10,000 [pertaining to the proposed change in Section 2(C)(2).] Vice-Chairman Martin added that she is unsure that a dollar limit even needs to be stated in the policy. She asked if this policy would apply in an emergency situation and she provided an example of a past incident whereby the County helped a private water company in northern Gila County that lost their water system. The County immediately responded by loaning water trucks; otherwise, the residents of the community

would have been without water for two weeks. If a similar situation arises, she doesn't want to worry about whether the entity needing help is a qualifying entity per County policy nor does she want to waste time executing a contract between both parties before the County would be able to respond to the emergency. Her other concern is loaning County equipment, such as tables and chairs. She is undetermined as to the stance the County should take for those types of requests. She stated that sometimes there is an event that comes up on short notice, and there are limited options to get additional tables and chairs in small communities. Vice-Chairman Martin believes that this issue needs to continue to be discussed by the Board and County Management until such time that the policy addresses all of the various situations that arise.

Chairman Pastor reminded the Board that when the policy was written, it was acknowledged by the Board that the policy would need fine tuning and that is the purpose of the discussion at this work session.

Jeff Hessenius, Finance Director, stated that when this policy was revised it wasn't meant to align itself with the procurement policy, but more so with the vehicles or instruments used to execute the requests. Mr. McDaniel further explained that the policy can be written to accommodate the Board's requirements, and he clarified that a policy, such as this one, is required to be in place per the Arizona Revised Statutes. Chairman Pastor stated that he thinks the policy is good and the Board can continue to "fine tune" it until such time any proposed revisions to the policy are presented for Board approval at a future meeting. Mr. McDaniel reviewed a spreadsheet of the various entities that have received funds from Gila County. Vice-Chairman Martin agreed that it is important for the Board to be informed that requested funds are being used for the intended purpose stated in the request.

Supervisor Marcanti asked Mr. McDaniel for a definition of the difference between economic development activities and an economic grant, to which Mr. McDaniel replied that Arizona Revised Statute §11-254 requires that contributions or expenditures from community agencies must be for economic development.

Bryan Chambers, Deputy Attorney Principal, clarified the difference between an economic grant and an economic activity stating that an economic grant would be a specific amount of money given to a non-profit or governmental agency. An economic development activity would be to allow a non-profit or governmental entity permission to use County equipment which isn't a grant of money to the entity, but it is an economic activity and the Arizona Revised Statutes (referenced above) allows for both.

Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's

jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), action taken as a result of public comment will be limited to responding to criticism made by those who have addressed the Board of Supervisors, may ask staff to review the matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no requests to speak from public.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:28 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-2083

Consent Agenda Item 3. I.

Regular BOS Meeting

Meeting Date: 09/17/2013

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 8-23-13, and 8-30-13

Submitted For: Jeffrey Hessenius,
Finance Director
Submitted By: Dana Sgroi, Contracts Support
Specialist, Finance Department

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 8-23-13, and 8-30-13.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of August 19, 2013, to August 23, 2013; and August 26, 2013, to August 30, 2013.

Attachments

County Manager Approved Contracts Under \$50,000 for Weeks Ending 8-23-13; and 8-30-13

Service Agreement No. 081313-1 with Quality Crane Services

Service Agreement No. 081413-1 with Rodriguez Constructions

Service Agreement 071613-1 with TAPI

Service Agreement No. 080913 with Marcanti Electric Inc

Amendment 2 with Michael Durham M.D.-Medical Consulting

2013-2014 Executed Maintenance Agreement

Service Agreement No. 081313-2 with Mountain Retreat Builders

Agreement No. 082013 with Globe High School Alumni Association

Amendment No. 2 to Professional Services Agreement with Jean Turney-Shaw

Service Agreement No. 073113 with Superior Cleaning Equipment

Rim Country Education Foundation Agreement 081313

Agreement 072613 with Pinal-Gila Council for Senior Citizens

Professional Services Agreement No. 080913-1 with Lori Martinez

Amendment #2 to Service Agreement No. 082111 with Experienced Firesprinkling

Contract No. CNT003055-05 FOR 2013-2014 with Multicard

Intergovernmental Agreement-Gila Community College-Wellness Center-Elliptical Trainer

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

August 19, 2013 to August 23, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
081313-1 Quality Crane Services	Service Agreement No. 081313-1 Annual Crane Inspections	\$1,460.00	8-5-13 to 9-30-13	8-21-13	Expires	Annual OSHA inspections of the mobile cranes mounted on the service trucks and the fixed cranes in the Payson and Globe shops.
081413-1 Rodriguez Constructions, Inc.	Service Agreement No. 081413-1 Payson Courthouse Roof Repairs	\$977.41	8-21-13 to 9-20-13	8-21-13	Expires	Shingles, that were lost due to winds, need to be replaced on the Payson Courthouse. This is a short term repair. Major repair of entire roof is planned in near future.
071613-1 The AZ Partnership for Immunization	Service Agreement No. 071613-1 Immunization-Cost Recovery Program-Billing	N/A	8-21-13 to 8-20-14	8-21-13	Expires	The contractor shall coordinate billing services in order for the County Health Department to be compensated for immunization services provided to health plan members. The first year the county will receive 70% of the claims received. Over time that percentage will go up as more counties and public health clinics share the cost of the program.
080913 Marcanti Electric, Inc.	Service Agreement No. 080913 Fairgrounds Jockey Room Electrical	\$14,840.00	8-21-13 to 9-18-13	8-21-13	Expires	The electrical needs to be re-worked to prevent people from getting shocked when in the shower area of the building.
Dr. Michael Durham	Amendment No. 2 to Professional Services Contract Medical Consulting Services	\$-4,200.00	1-1-13 to 12-31-13	8-21-13	Option to renew for 1 additional 1 year period	The electrical needs to be re-worked to prevent people from getting shocked when in the shower area of the building.
Thomas Reprographics	Maintenance Agreement OCE Plotwave 300 printer	\$1,680.00	9-1-13 to 8-31-14	8-21-13	Expires	Renewal of the 1 year maintenance agreement for the Public Works and Community Development OCE Plotwave 3000 printer. Agreement includes all travel, labor, parts and preventative maintenance.

August 19, 2013 to August 23, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
081313-2 Mountain Retreat Builders	Service Agreement No. 081313-2 GEST Tuffy Tiger Remodel	\$4,287.50	8-21-13 to 6-30-14	8-21-13	Expires	The purpose of this remodel is to have a building that complies with Arizona's Division of Developmental Disabilities building standards. This remodel will allow GEST to have a building that they can use for the day program and other various client activities.
082013 Globe High School Alumni Association	Agreement No. 082013 Between Gila County and the Globe High School Alumni Association	N/A	9-23-13	8-21-13	Expires	Per a request received by Supervisor Marcanti, Gila County will allow the use of tables and chairs to the Globe High School Alumni Association for their Hall of Fame Alumni dinner to be held on September 23, 2013.
Jean Turney-Shaw, FNP	Professional Services Agreement Family Planning Consulting Services	\$-10,000.00	1-1-13 to 12-31-13	8-21-13	Expires	Reduce current contract amount from \$15,000 to \$5,000, due to decreases in the State contract.
073113 Superior Cleaning Equipment, Inc.	Services Agreement No. 073113 Superior Cleaning Equipment, Inc.	\$200.00	7-1-13 to 6-30-14	8-21-13	Option to renew for two additional 1 year periods	Provide preventative maintenance service on the pressure washers to ensure the most efficient use and life of them.
081313 Rim Country Education Foundation	Agreement No. 081313 Between Gila County and Rim Country Educational Foundation	\$12,500.00	7-1-13 to 6-30-14	8-21-13	Expires	On 08-06-13 the Board of Supervisors approved providing the Rim Country Educational Foundation an Economic Development Grant to assist in the Pre-Development expenses for a University campus in Payson, AZ.

August 19, 2013 to August 23, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
072613 Pinal-Gila Council for Senior Citizens	Agreement No. 072613 Between Gila County and Pinal- Gila Council for Senior Citizens	\$15,000.00	7-1-13 to 6-30-14	8-22-13	Expires	Per a request by Supervisor Marcanti, Gila County will provide assistance to PGCSC for the Home Delivered Meals, Congregate Mea and Transportation programs for FY 2013-2014. The funds were provided by Supervisor Marcanti's constituent funds.

August 26, 2013 to August 30, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
080913-1 Lori Martinez, RN	Professional Services Agreement No. 080913-1 HIV Care and Services	\$4,000.00	4-1-13 to 3-31-14	8-27-13	Option to renew for five additional 1 year periods	Contractor will provide HIV Care and Services for the Payson area.
082111 Experienced Firesprinkling	Amendment No. 2 to Service Agreement No. 082111 Fire Sprinkler Service	\$1,925.00	9-1-13 to 8-31-14	8-27-13	Expires	Contractor shall provide all personnel, equipment, materials, supplies, services and supervision for annual fires sprinkler system inspections at several Southern and Northern Gila County facilities from 9-1-2013 to 8-31-2014 in the not to exceed without approval amount of \$1,925.00.
CNT003055-05 Multicard	Service Contract Agreement	\$1,421.00	8-15-13 to 8-14-14	8-27-13	Expires	Renewal for Maintenance Agreement on the two Sheriff's Office fingerprint scanners, card printers and related equipment. Includes one preventative maintenance service per year per card printer and all parts, labor, travel and mileage. Consumables not included.

August 26, 2013 to August 30, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Gila Community College - Wellness Center	Intergovernmental Agreement Between Gila County and Gila Community College Wellness Center for Elliptical Trainer	\$2,698.50	-	8-28-13	Expires	Per a request by Chairman Pastor, Gila County will provide assistance to the Gila Community College to partially pay for a new elliptical training machine for the Wellness Center. The funds were provided by Chairman Pastor's constituent funds.

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John D. Marcelli, District III
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(928) 425-3231 Ext. 8511



GILA COUNTY
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Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 081313-1
ANNUAL CRANE INSPECTIONS

THIS AGREEMENT, made and entered into this 21st day of AUGUST, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Quality Crane Services, Inc., of the City of Peoria, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Gila County Globe Shops Manager and the Timber Shop Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona. All work must be performed in conformance with industry standards and best practices.

Scope of Work: Contractor shall all provide labor and materials, as identified on Attachment "A" to Service Agreement No. 081313-1, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 081313-1, by mention made a binding part of this agreement as set forth herein.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions

of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products - Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor

and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 8 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 9 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to

circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 10 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 11 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 12– WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14- TERM: Contract shall be effective August 05, 2013 and expires September 30, 2013.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$1,460.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- ☐ Purchase Order Number
- ☐ Contract Number
- ☐ Invoice Number
- ☐ Service Location
- ☐ Vendor Name and Address
- ☐ Description of Service

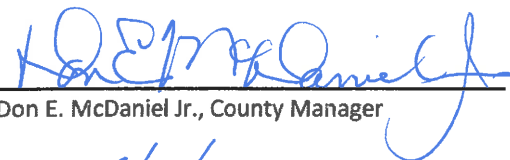
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 081313-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

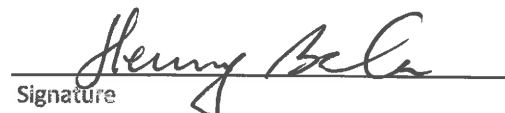
GILA COUNTY


Don E. McDaniel Jr., County Manager

Date:

8/21/13

QUALITY CRANE SERVICES, INC.


Signature

HENRY BELA
Print Name

Crane Inspection

Preventive Maintenance

Repair

Engineering

Parts

QUALITY CRANE SERVICES, INC.

7227 W. MONTE CRISTO AVE. PEORIA, AZ 85382

(623) 773-2500

FAX (623) 486-0103

qualitycrane@cox.net

PROPOSAL NO. 30-713

Date: 7/30/13

Attn: John Root
Gila County

From: Henry Bela

Re: Annual Crane Inspection

Globe Cranes: One 7.5 ton Bridge Crane
(\$780.00) Five Mechanic's Cranes
Total six pieces of equipment

Payson Cranes: One 7.5 ton Bridge Crane
(\$680) One 15 ton RT Mobile Crane
Two Mechanic's Crane
Total four pieces of equipment.

Inspection Report will be provided for each crane.

Proof of inspection in form of decal will be provided on each equipment.

Cost for both locations: \$1,460.00

ATTACHMENT "A" TO SERVICE AGREEMENT NO. 081313-1

PAGE 1 OF 1

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Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 081413-1
PAYSON COURTHOUSE ROOF REPAIRS

THIS AGREEMENT, made and entered into this 21st day of AUGUST, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Rodriguez Constructions Inc. of the City of Miami State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of David Buffington, Lead Technician for Payson Public Works or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 081413-1, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 081413-1, by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products - Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
------------	-------------

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6- WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods

and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14- TERM: The term of the Contract shall commence on date of award and remain in effect for sixty days.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a flat fee amount of **\$977.41** for completion of the projects as outlined in the Article 1-Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service


Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 081413-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 8/2/13

RODRIGUEZ CONSTRUCTIONS INC.


Signature

Art Rodriguez
Print Name

**Estimate**

P. O. Box 13
Miami, AZ 85539
928-425-7244
928-425-5337

RES/COMM. LIC. #
ROC247373K42
RES. #ROC247371B
COMM. # ROC247372 B-01
rodriguezconst@hotmail.com

8/8/2013

441

Gila Co.
Jeannie Sgroi

Ship To

Roof Repairs to
Gila Co. Ct House
Payson, AZ.

**Rodriguez Constructions Inc. hereby proposes to submit an estimate to
perform the following work:**

Description	Qty	Cost	Total
Replace all blown off shingles on said building above. In addition we will repair and or seal all exposed fasteners and seal all protrusions to prevent water intrusion.		920.00	920.00T
Sales Tax		6.24%	57.41

Bid good for 30 days from above date.

\$977.41

If you are interested in accepting this bid, please sign and return with any deposit required.

Thank you

Signature of acceptance of above proposal:

Respectfully Submitted,
Art I. Rodriguez

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John A. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY
www.gilacountvaz.gov

DIVISION OF HEALTH AND EMERGENCY SERVICES
5515 S. APACHE AVE, SUITE 300, GLOBE, AZ 85501

SERVICE AGREEMENT NO. 071613-1
IMMUNIZATION-COST RECOVERY PROGRAM-BILLING

THIS AGREEMENT, made and entered into this 21st day of AUGUST, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the **County**, and The Arizona Partnership for Immunization, of the City of Phoenix, State of Arizona, hereinafter designated the **Contractor**.

WITNESSETH: The Contractor in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Gila County Health Department shall operate vaccination clinics on behalf of Gila County and the Contractor shall coordinate billing services in order for the County Health Department to be compensated for immunization services provided to health plan members.

A. **Billing:** This agreement will establish a program operated by the Contractor to coordinate billing for public health clinics so that counties and County can be compensated for services to health plan members. The Contractor will ensure that the health plans have claims data records for their clients. County will receive payment for appropriately billed services (administration fee and/or vaccines) for services provided to privately insured clients as well as clients listed to be on the Arizona State Medicaid Program Arizona Health Care Cost Containment System (AHCCCS).

B. Contractor Shall:

1. Coordinate contracts for public health services billing with each commercial health plan.
2. Coordinate process for reimbursement for commercial health plan patients.
3. Communicate with Arizona Department of Health Services (ADHS), Vaccine for Children (VFC) and Arizona State Immunization Information System (ASIIS) to ensure necessary financial collaboration.

4. CONTRACTOR agrees to use safe guards to ensure data is Health Insurance Portability and Accountability Act (HIPAA) compliant and patient data protected.
5. CONTRACTOR will make available support equipment recommendations based on industry standards.
6. CONTRACTOR will offer education services on claims processed for COUNTY Immunization Clinics when requested.
7. CONTRACTOR will offer general immunization education and updates to COUNTY staff as needed and requested.
8. CONTRACTOR will conduct six (6) yearly open forum meetings updating key public and private stakeholders about the public health billing process.
9. For the billing process Contractor will:
 - a. Process Claims on behalf of COUNTY
 - b. Communicate information for each individual health plan
 - c. Receive payment for submitted claims.
 - d. Reimburse the County Health Department for a portion of the claims payments receive.

C. County Shall:

1. Use a standard billing encounter form which conforms to regulatory billing requirements.
2. All immunization billing and demographic records of the health plan members will be sent to CONTRACTOR for processing using electronic submission of claims to health plans for payment, unless paper HCFA 1500s are required by the payer.
3. Train staff to verify insurance at the clinics using online real time insurance eligibility tool provided by CONTRACTOR. This will assist the Clinics to provide private vs. VFC vaccine at the point of service.
4. Provide CONTRACTOR the cost per dose of all vaccines to be billed, to ensure accuracy for the payment calculation.

HIPAA (Health Insurance Portability and Accountability Act

The parties acknowledge that the County Immunization Program is a "covered entity" as defined in 45CFR 160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and provides individually identifiable health information of the Public Health Institute (PHI) (as defined by HIPAA) to the Contractor as a Business Associate (as defined by HIPAA), the Business Associate Agreement is set forth in this Contract.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products - Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000

Disease – Policy Limit

\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **(Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501)** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **(Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501)**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 8 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 9 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 10 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect

ARTICLE 11 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 12 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

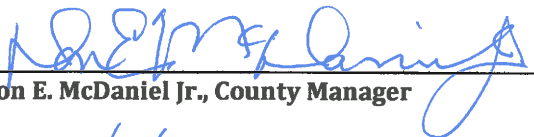
ARTICLE 13– TERM: The term of the contract shall commence the date signed by the County Manager and continue in full force and effect for twelve (12) months unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

ARTICLE 14 – PAYMENT/BILLING: In consideration of this contract, the Contractor agrees to pay the County as follows:

BILLING: CONTRACTOR will receive 30% of the claims paid for administrative fees; as well as 30% of claims paid for vaccine reimbursement above GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES's cost of vaccines. Over time the payment methodology will be revised, once sufficient volumes of private vaccine billing are available to enable an accurate vaccine revenue and expense projection to ensure that both CONTRACTOR and GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES's cost are covered. All changes in percentage will be done through an amendment to this contract in writing and signed by both parties.

IN WITNESS WHEREOF, two (2) identical counterparts of **Agreement No. 071613-1**, each for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 8/21/13

THE ARIZONA PARTNERSHIP FOR IMMUNIZATION


Signature

Jennifer Tinney
Print Name

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hesselius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 080913
FAIRGROUNDS JOCKEY ROOM ELECTRICAL

THIS AGREEMENT, made and entered into this 21 day of AUGUST, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Marcanti Electric, Inc. of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Facilities and Land Management Director or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 080913, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 080913, by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products - Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6– WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14- TERM: The term of the Contract shall commence on date of award and remain in effect through September 18, 2013.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a flat fee amount of **\$14,840.00** for completion of the projects as outlined in the Article 1-Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

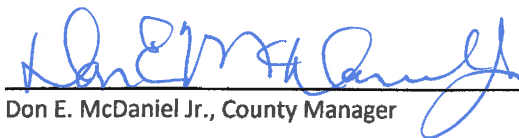
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 080913 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 8/21/13

MARCANTI ELECTRIC, INC.



Signature

Mark J. Marcanti
Print Name

Please contact David Horn at 928-200-1641 to schedule a site visit.

NOTE:

QUOTE DUE DATE: Please email or fax quote by, 2:00 P.M. on Thursday, August 15, 2013 to, Jeannie Sgroi, ~~at 928-402-4386~~, or fax to 928-402-4386

Contractor Name: <u>Mancanti Electric Inc.</u>	
Contractor Address: <u>P.O. Box 3130 Globe, AZ 85502</u>	
Contractor Phone #: <u>928-426-0269</u>	Email Address: <u>MANCANTI.Electric@Questoffice.net</u>
Contractor Signature: <u></u>	
TOTAL COST FOR MATERIAL & INSTALLATION	
LABOR COST	\$ <u>7,337.00</u> (TAXES INCLUDED)
MATERIAL COST	\$ <u>7,503.00</u> (TAXES INCLUDED)
PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.	

Marcanti Electric Inc.

P.O. Box 3130

Globe, AZ 85502

Proposal for:

Gila County Quote # 080913

Labor and materials to install the following electrical wiring as per plans and specifications:

1. Furnish and install one (1) 200 Amp Main Breaker 120/240V 30 Circuit outdoor load center.
2. Furnish and a new 200 Amp 120/240V single phase underground circuit from new Load Center to existing 600A free standing Distribution Center.
3. Provide trenching, back fill and cold patch of asphalt from existing Distribution Center to new Load center.
4. Furnish and install twelve new F32T8 fluorescent fixtures for wet locations, and install four (4) 100 Watt Metal Halide Wall Packs with photo cells

The above to be completed for the sum of -- \$14,840.00

Labor & Equipment ----- \$7,337.00

Materials & Trenching ----- \$7,503.00

Respectfully submitted,



Mark J Marcanti

Marcanti Electric Inc.

928-425-0269 Phone

marcantieletric@qwestoffice.net

Tommie C. Martin, District I Supervisor
610 E. Highway 260, Payson, AZ 85541
(928) 474-2029 Ext. 7100

Michael A. Pastor, District II Supervisor
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III Supervisor
1400 E. Ash St., Globe, AZ 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager,
1400 E. Ash St., Globe, AZ 85501
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
1400 E. Ash St., Globe, AZ 85501
Phone (928) 425-3231 Ext. 8743

FAX (28)425-8104
TTY: 7-1-1

**PROFESSIONAL SERVICES CONTRACT
MEDICAL CONSULTING SERVICES
BETWEEN
GILA COUNTY AND MICHAEL R. DURHAM, M.D.**

AMENDMENT NO. 2

Effective January 01, 2012, Gila County and Michael Durham, M.D., entered into a contract whereby Dr. Durham would provide medical consulting services for the Gila County Health and Emergency Services Department.

Amendment No. 1 was executed on November 28, 2012. Amendment No. 1 extended the term of the contract for one (1) year from January 01, 2013, to December 31, 2013. The Amendment also put a monetary limit on the annual compensation of the contract of a not exceed amount of \$15,000.00.

The Division of Health and Emergency Services has requested the following changes be made to **Article II-Fees**, in the Professional Services Contract executed on January 01, 2012:

\$50 per child for "Well Child" Clinics – ***remains the same****

TB Services – \$300.00/month - ***remains the same, with a \$3,600 limit for the term of the contract from January 01, 2013 to December 31, 2013***

Malpractice Insurance - \$300.00/month – ***remains the same, with a \$3,600 limit for the term of the contract from January 01, 2013 to December 31, 2013***

STD Clinic, Globe - \$300.00/month, for each month a clinic is held – ***Eliminate the STD Clinic and replace with STI Clinic - \$50.00 per client, based upon need ****


*The total for the Well Child Clinics and the STI Clinic, combined, shall not exceed \$3,600.00 without prior written approval from the County.

Amendment No. 2 shall reduce the contract total of \$15,000.00 by (\$4,200.00), for a new contract total of \$10,800.00, for the term from January 01, 2013 to December 31, 2013.


All other terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 21st day of AUGUST, 2013.

GILA COUNTY :
GILA COUNTY MANAGER


Don E. McDaniel Jr. 8/21/13

CONTRACTOR:
MICHAEL DURHAM, M.D.


Michael Durham, M.D.



Thomas Reprographics, Inc.

Maintenance Agreement

Bill To

Gila County Engineering
1400 E. Ash Street
Globe, Arizona 85501
Jeannie Sgroi 928-402-8612
dsgroi@gilacountyaz.gov

Location

745 N. Rose Mofford Way
Globe, Arizona 85501

Model #	Serial #	Contract Terms	Rate
Oce Plotwave 300	330200694	Maintenance Agreement provides all Travel, Labor, Parts and Preventive Maintenance visits. Consumable items such as Media, Toner and Developer are not covered.	1,680 / Year
Allowable Usage	24,000 LF/ Year	Client agrees to pay Thomas Reprographics .041 per Sq. ft. for usage in excess of the semi-annual usage factor of 12,000 Sq. feet. The excess copy charge is billed semi-annually in arrears.	
		Special Notes: Photoreceptor coverage <u>YES</u> Beginning Meter to be taken Additional Terms and Conditions on page 2. Coverage period 9/1/2013 – 8/31/2014	

The equipment listed is to be maintained subject to the terms and conditions on the reverse side.

Acceptance

Customer Name GILA COUNTY P.O# _____

Customer Signature [Signature] Date 8/21/13
DOUG E. MC DANIEL, JR., COUNTY MANAGER

Service Manager [Signature] Date 8/15/13

TERMS AND CONDITIONS



AGREEMENT

This Agreement covers the equipment described on the face hereof and does not include any equipment or accessories not listed thereon. During the term of this Agreement, specified on face hereof, Thomas Reprographics will maintain the Equipment in good working order in accordance with the terms and conditions set forth.

This Agreement may not be assigned by Customer. Cancellation requires a 30-day written notice and is subject to penalty as set forth in Paragraph 4.

Specifically excluded from this Agreement is the photoreceptor drum and consumable supplies necessary to test or operate equipment covered through this Agreement unless otherwise specified.

All taxes levied or imposed, now or hereafter, by any government authority shall be timely paid by the Customer.

This Agreement provides service for Equipment at the address specified on the face hereof. Customer agrees to be responsible for all costs associated with relocation initiated by Customer.

In the event any equipment is moved to another location, this agreement is subject to an appropriate adjustment in the annual rate and meter charge where applicable.

INVOICE/PAYMENT

Maintenance Agreement charges are made payable in advance as specified on the face hereof. This Agreement will automatically renew on the annual renewal date shown on the face hereof, unless written notice is received 30 days prior to the annual renewal date at Thomas Reprographics, Inc. 4102 N. 24th Street Phoenix, Arizona 85016.

With respect to Equipment subject to associated usage or overage fees, at the end of each period, Customer agrees to provide meter readings to Thomas Reprographics. If meter readings are not provided promptly to Thomas Reprographics, meter charges may be estimated and invoiced accordingly.

Invoices are payable Net 10th Prox.

FULL SERVICE MAINTENANCE

Service as specified in the face hereof, will be provided by Thomas Reprographics or its designated Authorized Dealer during normal business hours. Service at time other than Thomas Reprographics normal business hours shall be furnished at Customer's request on an "If available" basis at the "After Hours," travel and labor rates. Customer agrees to provide Thomas Reprographics access to the Equipment to perform the Periodical Maintenance Program as specified by Thomas Reprographics.

Thomas Reprographics has the right to install and or remove developer to maintain good copy quality in performance of their Agreement. Developer will be removed in accordance with applicable Periodic Maintenance programs and will be removed from the Customer's premises unless The Customer specifically requests otherwise.

All parts determined to be irreparable by Thomas Reprographics will be replaced under Thomas Reprographics sole judgment. Replaced parts become the property of Thomas Reprographics.

Thomas Reprographics will install improvements designated by the Manufacturer as "Mandatory retrofit" for the equipment. Equipment upgrades designated as "Optional" by the Manufacturer are not covered by this agreement. Such "Optional" upgrades will be performed at the current prevailing rate.

Customer agrees that Thomas Reprographics will not be required to perform maintenance under this Agreement made necessary due to accident, misuse, abuse, neglect, theft, vandalism electrical power failure, fire, water or other casualty, or to repairs made necessary as a result of service personnel other than Thomas Reprographics or a designated authorized dealer, or repeated use of supplies or parts that do not meet the manufactures specifications. Separate charges for repairs or replacement due to the foregoing shall be born by the Customer and performed at Thomas Reprographics prevailing rates.

H Repetitive service resulting from either a failure in replacing or updating recommended supplies which have exceeded their use through damage or normal wear, or the performance of key operator duties as set forth during operator training at time of installation of equipment, will be subject to charge at the current prevailing rates in effect.

I When service work beyond the scope of this Agreement is required. Thomas Reprographics will submit a cost estimate for such service work as authorized by the Customer. A separate invoice will be rendered.

4. BREACH/CANCELLATION

A Thomas Reprographics may cancel this agreement on breach by Customer of any terms and conditions hereon, by written notice to customer ten (10) days in advance.

B In the event of cancellation initiated by Customer, Thomas Reprographics must receive cancellation notice from Customer 30 days in advance.

C Upon termination of this Agreement either by breach or cancellation, Customer shall forfeit all payments made annually in advance plus the linear meter charge for 30 days from the effective date of notice or cancellation. If the specified Agreement on the face hereof is an annual contract with the minimum charge payable monthly in advance, the Customer shall remain liable for the remaining monthly charges until the termination of the contract period as specified on the face hereof plus the linear meter charge for 30 days from the effective date of notice of cancellation.

5. FORCE MAJEURE

A Thomas Reprographics shall not be responsible for failure to render service due to causes beyond its control including, but not limited to: work stoppages, fire, civil disobedience's, riots, rebellions acts of God, and similar occurrences

6. GENERAL PROVISIONS

A Equipment Operators: Customer shall provide specified equipment operators trained to perform key operator duties as set forth during operator training at time of Equipment Installation

B Notices: All notices made pursuant to this Agreement will be effective upon mailing to Thomas Reprographics and the Customer at the addresses on the face hereof.

C Headings: The headings and titles of the agreement are inserted only for convenience and shall not effect the interpretation or construction of any provision.

D Governing Law: The Agreement will be governed by and construed according to the laws of the State of Arizona

7. ENTIRE AGREEMENT

A This Agreement shall become effective only after execution by Customer and Thomas Reprographics in the (place) provided. It is expressly understood that no further form of acceptance, verbal or written, will be valid or binding and that this Agreement shall constitute the entire Agreement between the Customer and Thomas Reprographics with respect to its subject matter, irrespective of inconsistent or additional terms and conditions in Customer's Purchase Orders and any other documents submitted to Thomas Reprographics by Customer or in representations made by Thomas Reprographics, Inc. personnel.

8. "Attachment "A" by mention is made a binding part of this agreement as set forth herein"

ATTACHMENT "A"

Legal Arizona Workers Act Compliance: Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

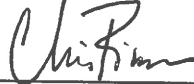
County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

THOMAS REPROGRAPHICS



Individual Authorized to Sign

CHRIS RINCON

Print Name

SERVICE MANAGER

Title

8/15/13

Date

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 081313-2

GEST TUFFY TIGER REMODEL

THIS AGREEMENT, made and entered into this 21st day of AUGUST, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Office of Community Services Director or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 081313-2, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 081313-2, by mention made a binding part of this agreement as set forth herein. Contractor will be paid fifty (50) percent upon presentation of an invoice at the beginning of the project, and the remaining fifty (50) percent upon presentation of an invoice upon completion of the project. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products - Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6– WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The term of the Contract shall commence on August 21, 2013 and remain in effect through June 30, 2014.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee amount of **\$4,287.50** for completion of the projects as outlined in the Article 1-Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.



IN WITNESS WHEREOF, Service Agreement No. 081313-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 8/21/13

MOUNTAIN RETREAT BUILDERS


Signature

Print Name

**PO Box 688
Globe AZ 85502
Phone 928-606-4674**

Invoice- for Cedar Street

DATE: AUGUST 16, 2013

TO:
Gila County Community Services Division
Weatherization Program
5515 S. Apache Ave. Suite #200
Globe, AZ 85501
928-425-7631

PROJECT: Cedar St
Remodel bath room
Add Ramp in Front
Add Screen Doors
Key Locks
New Toilet in 2nd Bathroom

DESCRIPTION		AMOUNT
Concrete Ramp, 4 x 5 out front ---\$ 1,150.00		
Add 2 walls and 1 3ft door to make bath room on rt handicap accessible.. New door, drywall with similar texture, 2 – 2ft hand grab bars included.. no flooring included		
\$ 1,750.00		
add 2 aluminum white screen doors and 1 solar screens ----- \$1,075.00		
\$ 1,075.00		
\$ 1,150.00		
\$ 1,750.00		
\$ 3,975.00		
		\$ 3,975.00
Additional work of 2 nd toilet plus Keyed alike dead bolts included and installed at a cost of		
\$ 312.50-----		\$ 312.50
		\$ 4,287.50

AGREEMENT NO. 082013
BETWEEN
GILA COUNTY
AND
THE GLOBE HIGH SCHOOL ALUMNI ASSOCIATION

THIS AGREEMENT is made and entered into effective this 21st day of AUGUST, 2013, by and between Gila County, hereinafter referred to as "County" and the Globe High School Alumni Association, hereinafter referred to as "the GHSAA".

RECITALS

WHEREAS, the parties desire to enter into an agreement whereby Gila County will provide the use of three hundred (300) chairs and thirty (30) tables, owned by Gila County, for the use of the GHSAA Hall of Fame Alumni Dinner to be held on September 23, 2013; and

WHEREAS, pursuant to A.R.S. § 11-254.04, the County may expend public money for and in connection with economic development activities; and

WHEREAS, The County has determined that providing the use of table and chairs for the GHSAA Hall of Fame Alumni dinner will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the county by drawing visitors from outside of Gila County to attend the dinner.

SCOPE

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. Gila County, will provide three hundred (300) chairs and thirty (30) tables to the GHSAA for use in their Hall of Fame Alumni dinner to be held on September 23, 2013;
2. The GHSAA will provide the labor and transportation to pick up the tables and chairs from Gila County, set them up for their use at the dinner, take them down upon completion of the event, and return them to Gila County.

3. Notices

All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Globe High School Alumni Association
Attn: Tom Vineyard
453 E. Maple Street
Globe, Arizona 85501


Gila County Board of Supervisors
Attn: Don McDaniel, Jr.
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

1. Indemnification: The GHSAA shall indemnify, defend and hold harmless, the County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by Gila County, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.
2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
3. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.
4. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
5. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

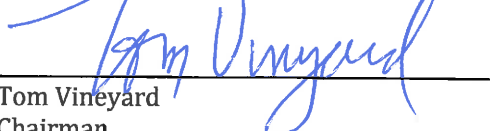
IN WITNESS THEREOF, the parties to this Agreement No. 082013 have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY



Don E. McDaniel, Jr.
County Manager

GLOBE HIGH SCHOOL ALUMNI ASSOCIATION



Tom Vineyard
Chairman

GILA COUNTY

USE OF EQUIPMENT

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Waiver: In consideration of permission to use the equipment and/or services of Gila County, I, for myself, my heirs, personal representatives or assigns and as a duly authorized representative of the **Globe High School Alumni Association do hereby release, waive, discharge, and covenant not to sue** Gila County and any and all of its trustees, directors, officers, employees, and agents **from any and all claims including the negligence of the Globe High School Alumni Association** resulting in personal injury, accidents or illnesses (including death), and damage to property arising from, but not limited to, participation in activities, classes, observation, and use of equipment at the Globe Hall of Fame Alumni dinner, on September 23, 2013.

Assumption of Risk: This use of Gila County's equipment and/or services carries with it certain inherent dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries, accidents or illnesses, (including death), and damage to property. The Globe High School Alumni Association is aware of these risks.

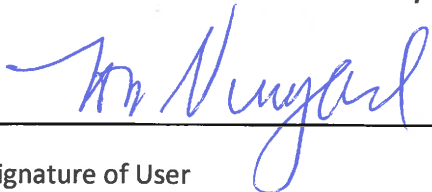
I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by Gila County at the Globe Hall of Fame Alumni Dinner. **I hereby assert that my participation and the participation of the Globe High School Alumni Association is voluntary and that I and the Globe High School Alumni Association knowingly assume all such risks.**

Indemnification and Hold Harmless: The Globe High School Alumni Association further agrees to **indemnify and hold Gila County harmless** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees brought as a result of my use of Gila County's equipment, and to reimburse them for any such expenses incurred.

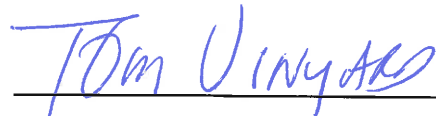
Severability and Choice of Law: The Globe High School Alumni Association further expressly agrees that the foregoing agreement is intended to be as broad and inclusive as is permitted by Arizona law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I further agree that this Release shall be governed for all purposes by Arizona law, without regard to such law on choice of law.

Acknowledgment and Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, for and in behalf of the Globe High School Alumni Association and I fully understand its terms, and **understand that the Globe High School Alumni Association is giving up substantial rights, including its right to sue.** I acknowledge that the Globe High School Alumni Association has authorized me to sign this agreement on its behalf freely and voluntarily and the Globe High School Alumni Association **intends my signature to be a complete and unconditional release of all liability.**

Signature of User



Print Name



Tommie C. Martin, District I Supervisor
610 E. Highway 260, Payson, AZ 85541
(928) 474-2029 Ext. 7100

Michael A. Pastor, District II Supervisor
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III Supervisor
1400 E. Ash St., Globe, AZ 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager,
1400 E. Ash St., Globe, AZ 85501
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
1400 E. Ash St., Globe, AZ 85501
(928) 425-3231 Ext. 8743

FAX ((28)425-8104
TTY: 7-1-1

**PROFESSIONAL SERVICES AGREEMENT
FAMILY PLANNING CONSULTING SERVICES
BETWEEN
GILA COUNTY AND JEAN TURNEY-SHAW, FNP**

AMENDMENT NO. 2

Effective January 01, 2012, Gila County and Jean Turney-Shaw, FNP, entered into a contract whereby Jean Turney-Shaw, FNP would provide Family Planning Consulting Services Gila County Division of Health and Emergency Services.


Amendment No. 1 was executed on January 02, 2013 to extend the contract term for one (1) year from January 01, 2013, to December 31, 2013, with the total annual compensation of the contract not to exceed \$15,000.00.

Due to a decrease in the amount the State has allotted to Gila County, Amendment No. 2 is being issued to reduce the Professional Services Agreement between Gila County and Jean Turney-Shaw, FNP to a total annual compensation amount not to exceed \$5,000.00.

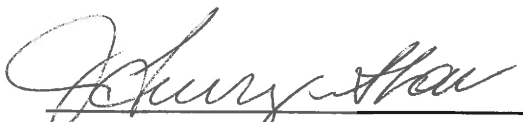
All other terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 21st day of AUGUST, 2013.

**GILA COUNTY :
GILA COUNTY MANAGER**


Don E. McDaniel Jr. 8/21/13

**CONTRACTOR:
JEAN TURNEY-SHAW, FNP**


Jean Turney-Shaw

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
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Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 073113
PREVENTATIVE MAINTENANCE SERVICE FOR PRESSURE WASHERS

THIS AGREEMENT, made and entered into this 21st day of AUGUST, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **SUPERIOR CLEANING EQUIPMENT, INC.**, of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works Timber Shop** manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work:

Preventative Maintenance Service –Pressure Washers:

- Check drive belts for tension and wear; adjust.
- Check pressure and temperature levels; adjust.
- Check coil for soot deposits and lime build up.
- Check fuel filter for excessive dirt and soil deposits; replace as required.
- Check pump oil levels; add or change oil as needed.
- Check nozzles, for damage or wear; replace as needed.
- Check hoses for breaks or leaks.
- Check couplers for O-ring wear and coupler damage. Replace O-Rings if necessary.
- Check burner for proper operation; adjust air and electrodes as needed.
- Check pump for proper operation and inspect for leaks.
- Test unloader valve for excessive wear.
- Check oil filter (where installed); replace as needed.

Contractor Fee's: Contractor to be paid **\$200.00** per quarter for a maximum total amount of **\$800.00** per year.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6- WARRANTY

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

ARTICLE 13 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14- TERM: The term of the contract shall on July 01, 2013 and shall remain in effect for a period of twelve (12) months, ending on June 30, 2014, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a quarterly fee of \$200.00, with a total amount of \$800.00 for one year for completion of the work as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Superior Cleaning Equipment, Inc. and Address
- Description of Service

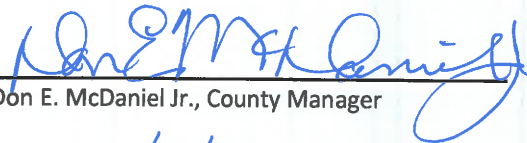
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

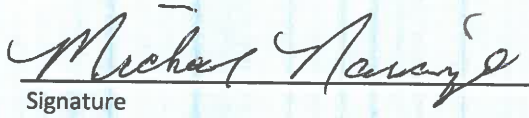
IN WITNESS WHEREOF, Service Agreement No. 073113 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 8/21/13

SUPERIOR CLEANING EQUIPMENT, INC.


Signature

Michael NARANJO
Print Name

AGREEMENT NO. 081313
BETWEEN
GILA COUNTY
AND
RIM COUNTRY EDUCATIONAL FOUNDATION

THIS AGREEMENT is made and entered into effective this 21st day of AUGUST, 2013, by and between Gila County, hereinafter referred to as "County" and the Rim Country Educational Foundation, hereinafter referred to as "RCEF".

RECITALS

WHEREAS, the Gila County Board of Supervisors desire to provide funding to RCEF in order to further the funding for Pre-development expenses for a University Campus in Payson, Arizona; and

WHEREAS, the Gila County Board of Supervisors finds that RCEF is a funding arm of Mogollon Health Alliance, a 501(c)3 entity; and

WHEREAS, RCEF has requested funding and desires for pre-development expenses associated with bringing a University Campus to the Town of Payson, Az. A four (4) year university would significantly benefit Gila County and the Town of Payson by broadening the economic base, creating more stable and higher paying jobs, creating educational opportunities for local students and stabilizing the spiraling real estate market. The Board of Supervisors has demonstrated strong support for a four (4) year university in Payson and this may be another opportunity to assist the project; and

WHEREAS, the County has determined that the purpose of this funding request is to demonstrate its strong support for a University in Payson, while being mindful to utilize County tax revenues prudently.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide \$12,500 in an Economic Development Grant to the RCEF to further the economic development of the County.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. The Gila County Board of Supervisors will contribute the sum of \$12,500 in the form of an Economic Development Grant to RCEF for the benefit of the public.
2. The Grant will be used by RCEF for the pre-development expenses associated with bringing a University Campus to the Town of Payson.

3. RCEF agrees to credit the County's Economic Development Grant funding at the University Campus in Payson itself and in all literature advertising the University Campus in Payson.
4. RCEF agrees to provide to the County an annual update report of activities to secure a University in Payson.
5. Notices
All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Rim Country Educational Foundation
308 East Aero Drive
Payson, Arizona 85541

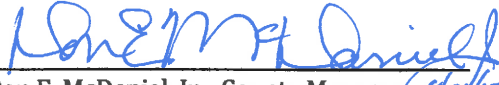
Gila County Board of Supervisors
Attn: Don McDaniel, Jr.
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

1. Indemnification: The RCEF shall indemnify, defend and hold harmless, County, it's officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the Fire Department, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.
2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
3. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.
4. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
5. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
6. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or the RCEF does not appropriate sufficient monies for the purpose of maintaining this Agreement.

IN WITNESS THEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY



Don E. McDaniel, Jr., County Manager
Gila County Board of Supervisors

RIM COUNTRY EDUCATIONAL FOUNDATION



Richard Johnson
RCEF Treasurer

AGREEMENT NO. 072613
BETWEEN
GILA COUNTY
AND
PINAL-GILA COUNCIL FOR SENIOR CITIZENS

THIS AGREEMENT is made and entered into effective this 22ND day of AUGUST, 2013, by and between Gila County, hereinafter referred to as "County" and the Pinal-Gila Council for Senior Citizens, hereinafter referred to as "PGCSC".

RECITALS

WHEREAS, the Gila County Board of Supervisors desire to provide funding to PGCSC in order to provide continued support for the Home Delivered Meal, Congregate Meal and Transportation Senior Center programs for Gila County residents in the Copper Basin area (Hayden, Winkelman, and surrounding Gila County geographic areas) for fiscal year July 1, 2013 through June 31, 2014; and

WHEREAS, the Gila County Board of Supervisors finds that PGCSC is operated and maintained within the boundaries of the County and is for the benefit of the public; and

WHEREAS, PGCSC is a non-profit organization which enjoys and maintains federal tax exempt status; and

WHEREAS, PGCSC has requested funding to continue support for meals and transportation provided to Gila County residents in the Copper Basin area; and

WHEREAS, the County has determined that the purpose of this funding request is public and that the expenditure of these funds will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the County.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide \$15,000 in an Economic Development Grant to the PGCSC Board to further the economic development of the County.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. The Gila County Board of Supervisors will contribute the sum of \$15,000 in the form of an Economic Development Grant to PGCSC for the benefit of the public.

2. The Grant will be used by PGCSC for the continuance of providing the Home Delivered Meal, and Congregate Meal and Transportation Senior Center programs for Gila County residents in the Copper Basin area (Hayden, Winkelman, and surrounding Gila County geographic areas) for fiscal year July 1, 2013 through June 31, 2014.
3. PGCSC agrees to credit the County's Economic Development Grant funding in all literature advertising the PGCSC.
4. *Legal Arizona Workers Act Compliance:* The PGCSC hereby warrants that it will at all times during the life of this agreement comply with all federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. §23-214(A) (together with the "State and Federal Immigration Laws"). The PGCSC shall further ensure that each subcontractor who performs any work for the PGCSC under this contract likewise complies with the State and Federal Immigration Laws. The County shall have the right at any time to inspect the books and records of any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of the PGCSC's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the PGCSC shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion. The PGCSC shall advise each subcontractor of the County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214(A). Subcontractor further agrees that the County may inspect the Subcontractor's books and records to insure that the Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."
5. Notices
All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Pinal-Gila Council for Senior Citizens
Attn: Olivia B. Guerrero
8969 W. McCartney Road
Casa Grande, Arizona 85194-7432

Gila County Board of Supervisors
Attn: Don McDaniel, Jr.
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

1. **Indemnification:** The PGCSC shall indemnify, defend and hold harmless, County, its officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the Pinal-Gila Council for Senior Citizens, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.


2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
3. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.
4. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
5. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
6. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or the PGCSC does not appropriate sufficient monies for the purpose of maintaining this Agreement.

IN WITNESS THEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY


Don E. McDaniel, Jr.
County Manager

PINAL-GILA COUNCIL FOR SENIOR CITIZENS


Olivia B. Guerrero
President/CEO

APPROVED AS TO FORM


Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

DIVISION OF HEALTH AND EMERGENCY SERVICES
5515 S. APACHE AVE, SUITE 300, GLOBE, AZ 85501

PROFESSIONAL SERVICES AGREEMENT 080913-1
HIV Care and Services

THIS AGREEMENT, made and entered into this 1st day of April, 2013, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and Lori Martinez, NPC, LPC, of the Town of Payson, County of Gila, State of Arizona, hereinafter designated the **Subcontractor**.

WITNESSETH: That the Subcontractor, for and in consideration of the sum to be paid him/her by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The subcontractor shall provide services for the Gila County Health Department in support of the missions of the Ryan White Part B Program and the HIV Care and Service Program at the Gila County Health Department.

Ryan White Part B Program and the HIV Care and Services Program at the Gila County Health Department
The subcontractor shall assist in the fulfillment of the Counties contract with the Arizona Department of Health Services for HIV Care and Services, *Contract No. ADHS13-040496*.

The subcontractor agrees to obtain and keep current any and all State of Arizona licenses, certifications, and accreditations, and agrees that they possess experience necessary to provide services under the Ryan White Part B Program. If at any time during the term of the contract the subcontractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

Duties/Responsibilities

The subcontractor shall support the missions of the Ryan White Part B Program and the HIV Care and Services Program at the Gila County Health Department in providing mental health care. The subcontractor agrees to be part of the treatment network for people who do not have the ability to pay for annual checkups, labs, and long-term treatment. The subcontractor will provide specialty care to underserved people in communities whom we serve according to the Arizona Department of Health and Human Services (AHDS) guide lines and the most up-to-date standards for HIV patient care.

1. Provide the County Health Department a copy of their current certifications and licensure requirements necessary to fulfill their responsibilities.
2. Notify the Ryan White Program Coordinator when a client has come for an appointment for the purposes of reporting client encounters.
3. Assess and treat behavioral health issues, particularly those associated with an HIV diagnosis. These health issues include, but are not limited to the following:
 - Depression
 - Anxiety
 - Grief
 - Guilt
 - Fatigue
 - Isolation
 - Fear and Abandonment
 - Resentment and Anger
 - Sleep/Appetite changes
4. Provide counseling to patients and their partners related to general living with HIV, relationships, substance abuse, and preventing HIV transmission.
5. Consider potential reactions with HIV medications when prescribing additional drugs and help evaluate and monitor medication adherence.
6. Work with clients' case managers, primary care providers, and HIV care providers to coordinate comprehensive care.

GENERAL SCOPE***Reports and Records***

The record on a client shall be retained in the County Health Department office.

The subcontractor is familiar with all record-retention and confidentiality requirements set forth in the ADHS contract and applicable federal and state laws and shall strictly comply with all such requirements in handling client records and information.

Non-Assignment

The subcontractor shall not assign any right or interest in this agreement without the Health Department Director's prior written approval, nor shall the subcontractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported assignment, delegation or subcontract without the Director's prior written approval shall be void.

Independent Contractor

In providing services hereunder, the subcontractor is an independent contractor and shall not be deemed an employee of Gila County and shall not be entitled to any benefits provided to Gila County employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the subcontractor.

ARTICLE II – FEES: As full and complete compensation for the services to be provided hereunder, Gila County shall pay to the subcontractor fees from the Ryan White Part B Program at the AHCCCS Allowable Rates for services pursuant to <http://www.azahcccs.gov/commercial/ProviderBilling/rates/rates.aspx>. Bills for services to Ryan White services must be received within thirty days (30) days of the billable services to:

Ryan White Part B Program
Malinda Benedetto
5515 S. Apache Avenue, Suite 100
Globe, AZ 85501

ARTICLE III – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter. The Subcontractor shall send the written notice to the following address:

Ryan White Part B Program
Malinda Benedetto
5515 S. Apache Avenue, Suite 100
Globe, AZ 85501

ARTICLE IV - INDEMNIFICATION CLAUSE: To the fullest extent allowed by the law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omission in the performance of this agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitee's shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this agreement (including those by any person whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).

ARTICLE V – INSURANCE REQUIREMENTS: The subcontractor shall maintain in force during the term of this agreement, at the subcontractor's expense, professional liability insurance, in the amount of no less than \$1,000,000.00 per occurrence and such other insurance as the County Risk Manager may reasonably require. The subcontractor shall provide Gila County with certificates of insurance evidencing all required policies and shall notify the County of any cancellation or decrease in the amount of coverage at least thirty (30) days before the effective date of such cancellation or decrease.

ARTICLE VI – ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the subcontractor under this agreement shall be assigned. No rights or obligations of the subcontractor under this agreement shall be subcontracted by the subcontractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County and shall retain originals on file.

ARTICLE VII – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Subcontractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to subcontractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Subcontractor shall further ensure that each subcontractor who performs any work for subcontractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of subcontractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting subcontractor to penalties up to and including suspension or termination of this Contract.

Subcontractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

ARTICLE VIII – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Subcontractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the subcontractor. The subcontractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE IX – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

ARTICLE X – TERM: The term of the contract shall commence on April 1, 2013 and continue in full force and effect up through and including March 31, 2014, unless terminated, canceled or extended as otherwise provided herein. The subcontractor agrees that Gila County shall have the right, at its sole option, to renew the contract for five (5) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

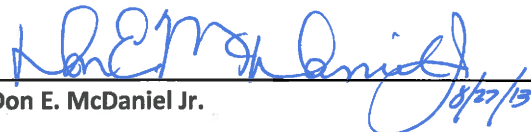
ARTICLE XI – PAYMENT: Subcontractor shall be paid pursuant to Article II of this agreement, but in no event shall payment exceed \$4,000.00 for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the subcontractor. Purchase orders sent to the subcontractor reflect these terms and conditions and they apply to all invoices received by the County.

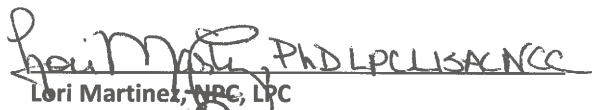
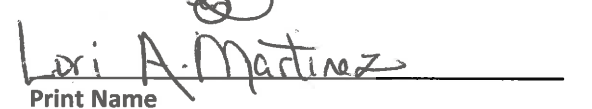
The subcontractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Subcontractor does not have a current W-9.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.


GILA COUNTY MANAGER


Don E. McDaniel Jr. 8/27/13

SUBCONTRACTOR


Lori Martinez, NPC, LPC

Print Name

APPROVED AS TO FORM:


Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney



AMENDMENT NO. 2

The following amendments are hereby incorporated into the contract documents for the below stated project:

SERVICE AGREEMENT NO. 082111 FIRE SPRINKLER SERVICE

EXPERIENCED FIRESPRINKLING INC.

Effective October 12, 2012, Gila County and Experienced Firesprinkling Inc. entered into a contract whereby the Contractor agreed to provide annual fire sprinkler system inspections for Gila County facilities in the amount of \$1,925. The agreement term ends August 30, 2012.

Amendment No. 1 was executed on August 08, 2012. In addition to extending the term of the contract for one additional year, from September 1, 2013 to August 31, 2013, it added the following:

- After completion of the inspection, the Contractor shall provide the Facilities Manager a list of necessary repairs found during the inspection.
- Upon approval by the County Facilities Manager the Contractor shall perform all approved repairs. Any unauthorized work may result in non-payment to the Contractor.
- Contractor shall perform any County requested repairs upon notification of the County Facilities Manager.


Amendment No. 1 also increased the contract amount from One Thousand Nine Hundred Twenty-Five dollars (\$1,925) to Three Thousand Five Hundred dollars (\$3,500) to cover repairs that needed to be made at various locations.

Annual fire inspection services for Amendment No. 2 shall be performed with a not-to-exceed without written authorization budget of, One Thousand Nine Hundred Twenty-Five dollars (\$1,925).


Per page 5, Article IX of the agreement, the County shall have the option to extend the term of the agreement for two (2) one (1) year periods. Amendment No. 2 will serve to extend the term of the contract for one (1) additional year, from September 1, 2013 to August 31, 2014.

All other terms and conditions of the original agreement shall remain the same during the renewal period of September 1, 2013 to August 31, 2014.

GILA COUNTY


Don E. McDaniel, Jr., County Manager

EXPERIENCED FIRESPRINKLING INC.


Bryan Teague

Date: 8/27/13

**SERVICE CONTRACT AGREEMENT**

Contract # CNT003055-05

3370 San Fernando Rd, #202
Los Angeles, CA 90065
Phone: 888-916-0160 FAX: 888-916-0164

To: Gila County Finance Dept.
Attn: Dave Luhm
1400 E. Ash Street
Globe, AZ 85501

Contract #	CNT003055-05	Contract Description	QUOTED: Awaiting acceptance		Start Date	08/15/2013	End Date	08/14/2014
Period Billing Int	1 Year	Terms	Net 30 Days		Total Contract Charge		\$1,421.00	
Categories of Parts Excluded from Contract								
Supplies								
Notes								

This renewal is for the renewal of your maintenance agreement for the equipment listed and the dates stated. This agreement includes the following services:

- 1 Preventive Maintenances (PMs) per year per card printer.
- All parts, labor, travel time, mileage
- Card usage of 30,000 cards per card printer per year is the maximum covered under this agreement

Consumables are not included. If you have any questions or require information about your equipment service contract, please contact us at (888) 383-6083 x 145.

Please refer to the reverse side for complete Terms and Conditions.

Equipment Included under Contract			
Equipment Location		Address	Gila County Sheriff's Office Gloria Stuhmer 1100 South Street Globe, AZ 85501
Serial No	Q94046		
Description	CP60 Plus Printer, Color, Duplex, 100 card hopper	Equip Charge	\$784.00
Serial No	GS65010335		
Description	ID Centre Gold v6.5 Upgrade for customers using ID Centre Gold, or ID Works Enterprise	Equip Charge	\$420.00
Serial No	8L3952		
Description	Signature Pointe Solution	Equip Charge	\$160.00
Serial No	U04050		
Description	Fingerprint Scanner	Equip Charge	\$57.00

Please return this signed agreement with your check and/or purchase order before the start date of the contract. Thank You!

SUBJECT TO ALL THE TERMS, CONDITIONS AND LIMITATIONS INCORPORATED BY REFERENCE AS SHOWN ON THE BACK HEREOF.

Print Name	Signature	Date
Customer Signature	<i>Don McDaniel</i>	8/27/13
Multicard Representative	<i>Natalie Moreno</i>	8/23/2013

Multicard Inc. ("Multicard") and Customer agree to the following terms and conditions whereby Multicard shall provide and the Customer shall pay for the maintenance services as specified in this Service Agreement. This Service Agreement shall be effective for the period on the face of this document. Multicard is not responsible nor guarantees renewal notification on agreements. Your signature on the front of this agreement indicates your acceptance of these terms and conditions.

Contracted Maintenance Services

Description Multicard agrees to provide scheduled preventive maintenance (if applicable) and on-call remedial maintenance for the Covered Equipment as set forth in this Service Agreement. Multicard warrants that it will cause the Covered Equipment to meet the manufacturer's operating specifications given reasonable wear and tear and equipment age and condition (hereinafter "Maintain").

a) **Coverage Hours:** Unless otherwise noted in this Service Agreement, service will be provided Monday through Friday, 8:00 am to 5:00 pm (excluding holidays observed by Multicard). Multicard will attempt to respond within 4 business hours from the logging of the call.

b) **Holidays Observed by Multicard:** Presidents Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day, and New Year's Day. If a holiday occurs on a Saturday, it will be observed on the preceding Friday. If a holiday occurs on a Sunday, it will be observed on the following Monday.

Except as otherwise provided in this Service Agreement, The Contracted Maintenance Service shall include all parts, labor and travel expenses necessary to maintain the Covered Equipment but specifically excludes software unless provided for under a separate addendum.

Term Charge In consideration of Multicard's provision on the Contracted Maintenance Service, Customer shall pay the Term Charge set forth in this Service Agreement.

The Term Charge is based upon coverage hours and site location of Covered Equipment. When the Covered Equipment site is greater than fifty (50) miles from an Multicard Base City, or for the contracted extended service outside of standard Coverage Hours, the Term Charge shall include an additional charge.

Exclusions Except as otherwise provided in this Service Agreement, the following are not covered in the Contracted Maintenance Service and are subject to additional charges.

Overtime Charges and Travel Expenses All overtime charges and travel expenses of Multicard personnel for maintenance services not included in the Contracted Maintenance Service shall be charged to Customer at the rates in Multicard's published maintenance price list in effect to any such services. Any Maintenance started during the Coverage Hours and completed within one hour after such period shall not be treated as overtime. Service completed after such one-hour period and service otherwise provided at Customer's request outside of the Coverage Hours will be deemed as overtime. A minimum charge of one (1) hour will apply to any such services.

Consumables and Supplies such as, but not limited to, ribbons, plates, foils, forms, ink rollers, print rollers, rubber platens, plate frames, stencils, toner, printheads, batteries and other supplies for use with the Covered Equipment, including supplies necessary for maintenance purposes, shall be provided by Customer and must be OEM approved.

Unauthorized Use or Service The Contracted Maintenance Service does not include service or repair work caused by the failure of Customer to observe any of the conditions in this Agreement: failure of Customer to use the Covered Equipment in accordance with the Manufacturer's instructions; maintenance or attempted repairs or adjustments of the Covered Equipment by anyone other than Multicard authorized personnel; service, reconfiguration, or upgrading of any data communications interface occasioned by changes made to host computers or network transmission devices; tampering, misuse or abuse of the Covered Equipment; or force majeure. Maintenance service and required parts will be provided by Multicard at its published maintenance and parts price list in effect at time of performance.

Excess Use Charge The Term Charge for designated systems included in the Covered Equipment is based upon an assumed rate of card production as set forth in this Service Agreement. If the actual rate of production for such systems exceeds the assumed rate at the end of the applicable maintenance period, Multicard may assess an Excess Use Charge as set forth in this Service Agreement.

Term The term is as shown on the face of this document. And shall be extended automatically for additional periods of one year each until it is terminated by either party upon written notice not less than thirty (30) days prior to the end of the contract.

Payment Terms Invoices shall be payable thirty (30) days after the date of invoice.

Interest is due after 30 days on all overdue accounts at 1.5% per month (or the legal rate then in effect) or any portion thereof, if legal action is necessary to collect on overdue accounts, reasonable legal fees and any other reasonable costs of collection will be added and due.

Billing Frequency Unless otherwise stated in this Service Agreement:

- a) Per system charges less than \$ 5,000 per year will be billed annually in advance.
- b) Per system charges greater than \$5,000 per year will be billed quarterly in advance. A 5% discount will be applied if paid annually in advance.
- c) Charges greater than \$50,000 per year will be billed monthly. A 5% discount will be applied if paid annually, in advance.

Taxes Customer shall pay any municipal, state, or federal taxes, however designated, levied or based on the charges payable under this Agreement that may be paid or be payable by Multicard excluding income taxes. Customer shall also pay any tax not currently applicable but which is hereafter held or ruled applicable by any new law, interpretation of an existing law or otherwise.

Equipment Relocation The Customer must notify Multicard in writing at least sixty (60) days prior to the relocation of any Covered Equipment. Customer shall be solely responsible for all expenses including insurance coverage associated with moving and installation of the equipment to a new location. If the relocation causes Multicard to incur increased travel time or cost in providing maintenance services hereunder, Customer agrees to pay reasonable increased monthly maintenance charges.

Conditions

Description of Uncovered Services This Agreement and the fees for maintenance do not cover labor, parts and the expenses necessary to: (a) repair damage caused by Customer's negligence; (b) reconfigure or relocate the equipment; (c) repair problems which arise from the use by Customer of non-OEM approved parts, attachments or devices; (d) correct problems caused by supplies that are not OEM approved, or (e) repair damage caused by customer's facility/systems. Consumable supplies and software support are not included for coverage in this agreement unless provided for under a separate addendum. All parts and equipment are FOB origin.

Access to Equipment Customer shall permit free access to the Covered Equipment and shall provide without charge to Multicard adequate storage space, working space and all necessary utilities for use by Multicard personnel.

Parts Replacement Multicard reserves the right at its option to replace or repair any parts, which fail to perform its function under normal use. Multicard further reserves the right to use, at its option, manufacturer approved, new, rebuilt, or reconditioned parts or improved parts, which are capable of performing functions similar to those of the replaced parts.

Termination for Default Either party may terminate this Agreement in the event of default by the other party, and in addition to all other rights and remedies arising from such default, upon thirty (30) days prior written notice to the other party and where the defaulting party has failed to cure the default within the notice period.

General

Independent Contractor Multicard is acting hereunder as an independent contractor and shall have sole supervision of and responsibility for its authorized maintenance personnel.

Multicard Personnel Customer acknowledges that Multicard has specially trained personnel who perform maintenance services hereunder and agrees that during the term hereof Customer will not solicit or otherwise attempt to employ any such Multicard employee for the purpose of performing maintenance on any equipment serviced by Multicard.

Limitation of Liability Multicard shall not be liable for loss of use of any of the items of Covered Equipment or for any loss or damage occasioned by such loss of use or by any failure to maintain equipment properly. Multicard's liability hereunder shall be limited to the repair or replacement of any parts of items of Covered Equipment, which may be damaged solely as the result of negligence on the part of Multicard personnel. MULTICARD SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE HEREUNDER DUE TO IN WHOLE OR IN PART TO ANY CAUSE BEYOND ITS CONTROL OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF CAUSE. MULTICARD DISCLAIMS ANY EXPRESS WARRANTIES NOT CONTAINED HEREIN AND IMPLIED WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall Multicard's liability hereunder, for breach of warranty or otherwise, exceed the cost of replacement of the Covered Equipment.

Entire Agreement; Amendments This agreement represents the complete agreement between the parties with respect to the subject matter hereof and supersedes any contemporaneous or prior written or oral understandings or agreements with respect hereto. This agreement may not be altered or modified except in written document signed by both parties. This Agreement shall prevail in the event of any inconsistencies with the terms and conditions contained in a purchase order or other document provided by Customer.

Governing Law This agreement shall be governed by and construed in accordance with the laws of the state in which the equipment resides.

Assignment Multicard may assign any or all of its rights or delegate any or all of its obligations under this agreement without the consent of Customer. Customer may not assign any of its rights or delegate any of its obligations under this agreement without the prior written consent of Multicard.

Imprinter Addendum. When the Covered Equipment includes imprinter's and/ or data recorders, the following terms and conditions are made part of this Service Agreement.

Multicard shall provide remedial maintenance for imprinters on a batch basis. Herein at least four imprinters/data recorders must be in need of remedial maintenance before a service request is placed. The average response to said request is within 24 hours. Should Customer request such remedial maintenance when less than four units are in need of repair, the average response time is typically three to four working days. It is recommended that Customer have several spare units available for use while defective units are awaiting repair.

Attachment "A" by mention is made a binding part of this agreement as set forth herein.

ATTACHMENT "A"

Legal Arizona Workers Act Compliance: Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

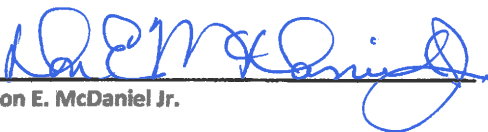
Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY MANAGER


Don E. McDaniel Jr.

8/27/13
Date

MULTICARD US


Individual Authorized to Sign

Natalie Moreno
Print Name

8/23/2013
Title

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
GILA COUNTY
AND
GILA COMMUNITY COLLEGE
WELLNESS CENTER**

THIS AGREEMENT is entered into by and between Gila County, State of Arizona (the "County"), and the Gila Community College - Wellness Center ("GCC").

RECITALS:

WHEREAS, the parties desire to enter into an agreement for a cash contribution from County to GCC, to assist in the cost to replace an elliptical trainer, that is in a state of disrepair and parts are no longer available for it because it is outdated;

WHEREAS, the County desires to provide funding in the form of an economic development grant in order to support the Wellness Center program, which promotes exercise and a healthy lifestyle to the citizens of Gila County.

WHEREAS, GCC has requested assistance in the purchase of a new elliptical trainer.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide \$2,698.50 in an Economic Development Grant to GCC, to further the economic development for the benefit of the County.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. The Gila County Board of Supervisors will contribute the sum of \$2,698.50 in the form of an Economic Development Grant to Gila Community College for the benefit of the public through the Wellness Program.
2. The Grant will be used by GCC to assist with the purchase of a new elliptical trainer to replace the broken and outdated one.
3. The total cost for the new elliptical trainer is \$4,998.50. Gila County will provide \$2,698.50 towards the purchase, GCC will pay the remaining \$2,300.00.
4. Notices
All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Gila Community College District
Governing Board
8274 South Six Shooter Canyon Rd.
Globe, Arizona 85502

Gila County Board of Supervisors
Attn: Don McDaniel, Jr.
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

1. Indemnification: The GCC shall indemnify, defend and hold harmless, County, it's officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by GCC, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.
2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
3. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.
4. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
5. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
6. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or GCC does not appropriate sufficient monies for the purpose of maintaining this Agreement.
7. Legal Arizona Workers Act Compliance: The County hereby warrants that it will at all times during the life of this Contract comply with all federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. §23-214(A) (together with the "State and Federal Immigration Laws"). The County shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with the State and Federal Immigration Laws.

The County shall the right at any time to inspect the books and records of any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

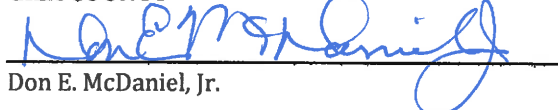
Any breach of the County's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws , or of any other provision of this section, shall be deemed to be a material breach of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the County shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

The County shall advise each subcontractor of the County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214(A). Subcontractor further agrees that the County may inspect the Subcontractor's books and records to insure that the Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

8. Notice of Dual Representation: The parties to this Intergovernmental Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that it will be able to provide competent and diligent representation of each party, is not prohibited by law, and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney representation of other parties to this Agreement.

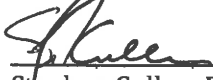
IN WITNESS THEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY


Don E. McDaniel, Jr.
County Manager

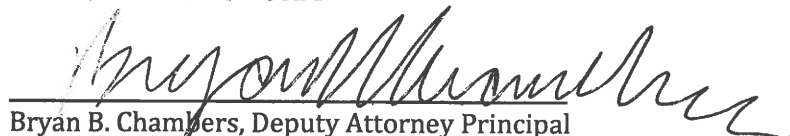
Date 8/8/13

GILA COMMUNITY COLLEGE


Stephen Cullen, Ph.D.
Senior Dean

Date 8-26-13


APPROVED AS TO FORM


Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

**INTERGOVERNMENTAL AGREEMENT
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COMMUNITY COLLEGE** has been submitted to the undersigned as an attorney for **GILA COUNTY**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COUNTY**.


DATED this 29th day of AUGUST, 2013.


Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

**INTERGOVERNMENTAL AGREEMENT
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COUNTY** has been submitted to the undersigned as an attorney for **GILA COMMUNITY COLLEGE**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COMMUNITY COLLEGE**.

DATED this 29th day of AUGUST, 2013.


Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney